CONTRACT BULLETIN

tdu

#2
April 22, 1982

Published by the UPS/TDU Contract Committee

Contract Extended: Time to Act is Now!

UPS and the International Union have agreed to extend the current contract beyond the April 30 expiration date if a new contract has not been negotiated by then.

This message came across the IBT's Titan computer system on April 14. The message from the International to the local officers read in part:

"An understanding has been reached to extend the current agreement beyond the expiration date and, in return, UPS has agreed to retroactivity to May 1, 1982. It was further agreed to give UPS a five day notice prior to engaging in any economic recourse."

The International also reported that "substantial progress has been made on non-economic items," but that very little negotiation has taken place on economic proposals. Negotiations are set to resume April 20 in Washington.

The slow down in negotiations means it's more important than ever to do what we can to force the International to negotiate a good contract. Our action now can mean a difference of thousands of dollars for us over the life of this contract.

Meanwhile, the officials have imposed a "news blackout". Who are they trying to keep in the dark? The company and the union officials know what's going on. The only ones blacked out are rank and file UPS Teamsters. Think about it.

TDU believes an informed membership makes for a stronger union. Demand information from your local unions. And demand a decent contract. UPS can certainly afford one.

UPS to Part-timers: 'Drop Dead'

TDU has learned from reliable sources in the Eastern Conference that UPS is making some outrageous proposals regarding part-timers.

UPS wants to pay newly-hired part-timers $7.50 an hour, with no increases over the life of the contract. Of that $7.50, $1.00 would go into a special fund. When that fund accumulates $4,000 — or when the part-timer reaches four years seniority — he or she would have to quit, and the withheld money would then be returned.

And if this unbelievable scheme weren't bad enough, these new hires would get *no* benefits: no sick time, no vacation and no health and welfare.

The International rejected this proposal in the Master, but has kept open the chance that this language will be accepted in some areas by letting locals negotiate on these proposals in the Supplements. UPS may even try to win this one by throwing currently working part-timers a bone, such as increased hours.

Beware! This proposal would create a second class group. It will hurt not only new hires, but all of us. If you work beside someone making half your salary, who do you think the company will try to get rid of?

TDU has also heard that UPS has proposed a lower new hires rate for all workers, which means that new hires would have to work for *three years* to reach full rate. Watch out!

"Driver Release" Plan:

'Speed Up' by Any Other Name

UPS recently added a new procedure to its bag of tricks — the *driver release* program. Under this plan, which is designed to keep package car drivers moving faster than ever, drivers in certain residential areas can now leave packages without obtaining the consignee's signature.

Under the *driver release* program, consignees lose the right of refusal and the right to inspect visually for damage. This leaves the drivers in a compromising situation. Since claims against these dumped packages can and will come back against the driver, he or she is left open to the possibility of paying for damaged or stolen packages.

And a driver may even be accused of stealing the package — which would be grounds for termination.

Moreover, this program certainly won't make your job any more secure. The *driver release* plan will reduce the number of hours worked by drivers, and will eventually result in job consolidation and layoffs.

The Western Conference has proposed language to protect drivers under the *driver release* plan. See article on union proposals for details.

UPS Expansion 1969-1981

	Operating Revenue	Net Profit After Taxes	Delivery Volume	Operating Ratio %
1969	$548,500,000	$31,900,000	500,000,000	
1976	1,719,926,000	28,339,000 *	950,000,000	97.9
1977	2,354,265,000	81,487,000	1,178,000,000	93.7
1978	2,817,226,000	76,149,000	1,309,000,000	95.1
1979	3,359,006,000	83,213,000	1,437,000,000	95.5
1980	4,025,169,000	188,669,000	1,495,000,000	91.8
1981	4,748,294,000	327,780,000	1,584,700,000	89.3

* **Two major strikes occurred**

All figures are from either Security Exchange Commission Report, 1981, or past UPS Annual Reports to Shareholders.

The operating ratio is the ratio of operating expenses to operating revenues. For example, in 1980, UPS' operating ratio of 91.8 means that for every dollar of the company's operating revenue, operating expenses were 91.8 cents, leaving 8.2 cents, i.e. 8.2% profit on sales.

The operating ratio for UPS has improved dramaticlly since 1976. The average operating ratio for the trucking industry in 1980 was 95.8.

1981 UPS Profits Soar to 327 Million

Despite the worst recession since World War II, UPS' profits soared to $327,780,000 in fiscal year 1981, by far the highest in the company's history.

This represents a 74% increase over 1980 net profits, and an incredible 294% increase over the last two years. It's hard to imagine how profitable UPS might become when economic conditions improve.

Total delivery income, or gross revenues, rose in 1981 by 18% to $4,748,244,000, on an increase in delivery volume of 6%. Over the last three years, delivery volume has increased 16.5%, while the total number of employees has increased only 8.6%. We all know who's delivering those extra packages.

According to the annual report filed by UPS with the U.S. Securities and Exchange Commission (SEC), from which these figures are taken, every aspect of UPS' financial position looks strong.

For example, unlike most trucking companies, UPS has a very small long-term debt (payable after one year). In 1981, the ratio of debt to the total net worth of the company, called the debt/shareholder's equity ratio, was a mere .7% ($6 million in debt/$878.5 million in shareholders' equity). By comparison, the debt/shareholders' equity ratio for the whole trucking industry was 54.7% in 1980.

Thus UPS has been able to expand its operations without borrowing any money or paying high interest rates. The company purchased $19 million worth of airplanes and moved into the truck leasing business in 1981, all with internal funds. In fact, the pool of money available for UPS' future expansion — called working capital — increased in 1981 by $167,765,000.

Meanwhile, as UPS workers' wages have remained the same since the 49c COLA payment in May, 1981, shareholders' dividends have more than doubled from 81c in 1980 to $1.65 per share in 1981. UPS paid its stockholders (who are all present or past supervisors and managers) a total of $66,213,000 in dividends last year. Jim Casey made over $2,000,000 last year in dividends only.

It's clear from these facts and figures that whatever the justifications for making concessions in the Master Freight Agreement, they certainly don't apply to UPS. So when your center manager comes to you with his multi-colored pie chart, pleading poverty and crying about how UPS has to keep its costs down — try to keep your hand from reaching into your pocket to help UPS through the rough times they're having.

If you would like a partial copy of the SEC report on UPS' earnings, send $1.00 to UPS Report, TDU, Box 10128, Detroit, MI 48210.

Contract Meetings Building Unity

"Don't vote yes on the first contract proposal because you can be sure UPS will have more to give. Even if by voting 'no' we would only get one more holiday a year, that would be worth it."

—Vince Meredith, Chief Steward UPS, Louisville, Ky., Local 89

Vince Meredith spoke at a meeting of UPSers from locals around Ohio and Kentucky in Columbus, Ohio on April 18. But his remarks summed up the spirit of the entire campaign of the UPS/TDU Contract Committee.

That campaign has been about fighting for a decent contract in 1982.

But it has also been about building the unity and determination of UPSers beyond the contract.

These have been the themes of not just the Columbus meeting, but meetings attended by hundreds of UPSers in other places: Philadelphia, Chicago, Cleveland, Watsonville, Cal., Oshkosh, Wisc., Richmond, Ind., Keene, N.H., Worcester, Mass., Portland, Maine, Trexlertown, Pa., and Detroit, Michigan.

And it will be the theme of meetings scheduled in future weeks in Rock Falls, Ill., Beckley, W.Va., and Charlotte, N. Carolina.

One idea presented by Cleveland UPSers at their meeting was to have individual UPSers, groups, and stewards send mailgrams to the negotiating committee demanding a decent contract.

The mailgram should convey commitment to reject anything less than a good contract. See the sample message below.

A 50 word Western Union mailgram costs $3.90, including address, message and signature. It can be billed to your home phone.

IBT/UPS Negotiating Committee
25 Louisiana Ave. NW
Washington, D.C. 20001

We will reject this contract unless it guarantees:

- Protection on production standards
- Innocent until proven guilty
- All new fulltime jobs to part-timers
- 4 hour guarantee for part-timers
- Full cost of living protection

Vince Meredith, Local 89, Louisville, Ky. speaking at the TDU/UPS meeting in Columbus, Ohio.

W. Conference Proposals

The TDU/UPS Committee has obtained a copy of the Western Conference Supplement proposals. Here are some of the good ones we think are important:

* "All time studies will be performed by an independent outside organization." (J.C. #3 Rider)

* "No driver will be held responsible for any loss or damage resulting from 'Driver Release Program'." (New Article, W. Conf. Area Agreement).

* "There shall be no Incentive Plan implemented by UPS, Inc." (J.C. #28, New Article).

* "Company planned day shall be no more than 8.6 hours." (New Section, Metro L.A.).

* "10% shift differential for other than day shift." (Art. 29, Sec. 9, JC 38 and 7 rider).

The March issue of *Convoy Dispatch* detailed the Master and Central States proposals. They included:

* Improved part-time language—5 hour guarantee, all new fulltime jobs to part-timers, seniority rights, i.e., bidding and shift bumping.

* Double time after 10 hours or after 6 pm for package car drivers.

* Leave of absence for union officers.

Of course, these are only proposals. Without rank and file pressure our officials often get amnesia when the contract is actually negotiated.

UPS Backs Down on Distribution Harassment

UPS in Lewiston, Maine, relented on the no distribution rule imposed upon George Greenwood, package car driver in Local 340. George distributed UPS Contract Bulletins in non-work areas on non-work time. UPS tried to prohibit George's right to do this.

He filed charges with the National Labor Relations Board. Very promptly, and without going to trial, UPS settled and posted a notice saying they would not interfere with George's absolute right to possess and distribute these materials.

In Indianapolis, Richard Ashley, part-timer from Local 710, also filed charges against UPS for interferring with his and others right to distribute the UPS Contract Petitions. Again, UPS settled prior to trial and posted a notice stating their intent to comply with Article 7 of the National Labor Relations Act.

You have an absolute right under federal labor law to possess and distribute materials related to the company, union, or working conditions such as TDU material. You also have a right to post such material on an *all-purpose* bulletin board, one that would have announcements like for example, a car for sale, etc.

Don't let UPS use a notice posted about a "no solicitation rule" to prevent you from using your legal rights. If you are harassed by an employer or union agent, call TDU at 313-842-2600. We can provide legal advice and aid.

Can You Take 25% Cut?

"I make enough right now."

Some of us might agree with this sentiment, at least the fulltimers. But can you afford a 25% cut in your family's standard of living resulting from a wage freeze and a double cut in the COLA?$

Sounds impossible? Well, it should be, but it isn't. A wage freeze at UPS has been discussed by some officials. And so has a double cut in the cost-of-living clause.

Here's how it would work. First, the COLA would be cut to annual instead of bi-annual. This means later payments, and only two years coverage. And more important, diversion of our cost of living money to the pension and health and welfare funds, so that we could be paying our own benefit increases for the first time. This would eat up most of our COLA, leaving us with a virtual freeze for three years.

We're not asking for a big raise. Just a modest raise and an improved COLA. We have the right to keep up with inflation—and UPS can afford it.

GET INVOLVED!

☐ I will distribute **UPS Contract Bulletins.** Please send_____copies.

☐ I wish to contribute $_____toward the contract fight in order to be on the contract mailing list and to insure wide distribution of the contract bulletins.

☐ I would like to have a meeting in my area.

(Use the form below.)

JOIN TDU NOW!

Name_____Local Union#_____

Address_____

City_____State/Prov._____Zip_____

Phone_____Company_____

Package Driver☐ Feeder☐ Warehouse☐ Other

☐ $20 membership fee—for one year's membership & subscription to **Convoy Dispatch.**

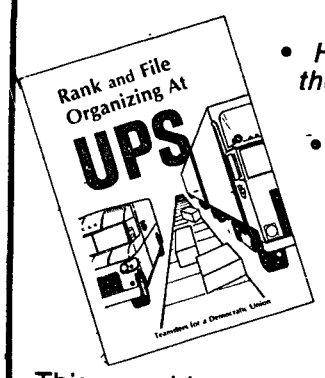
☐ $25 optional membership fee. ($5 of this will be rebated to the local chapter.)

☐ $10 annual dues for spouses, retirees and Teamsters who gross less than $10,000 a year.

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210
(TDU membership is kept confidential from employers and IBT officials.)

TDU introduces new UPS pamphlet —

Rank and File Organizing at UPS



- *How did a small messenger service grow into the largest trucking company in the U.S.?*
- *Who owns and controls this giant?*
- *Why has the union allowed conditions to deteriorate?*
- *Most important: how can we fight the Big Brown Machine and win?*

This pamphlet about UPS and organizing at UPS costs $2.50 for single copies. ($1.50 a piece for orders of 5 or more.)

Please send me___copies of **Rank and File Organizing at UPS.** I am enclosing a total of $____.

Name_____Local_____

Address_____

City_____State_____Zip_____

Send to: TDU, Box 10128, Detroit MI 48210

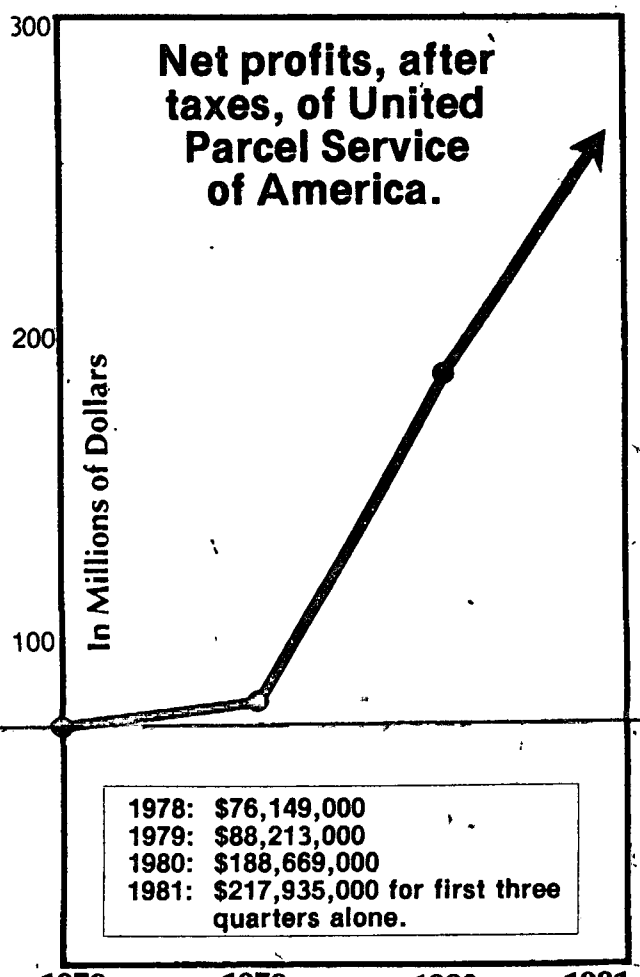
CONTRACT BULLETIN

tdu

#1
March 1, 1982

Published by the UPS/TDU Contract Committee

UPS Profits Break Records



In 1980, UPS cleared $188,669,000 in profits after taxes and expenses. This was a 227½% increase over 1979's record profits of $88.2 million. And in the first 9 months of 1981 [the most recent period for which figures are available], UPS made $217,935,000 in profits. Final figures for 1981 may show an incredible annual profit of $300 million or more!

Information and facts are the basic necessities for deciding our course in the coming contract negotiations. On this page we present some facts and information concerning the financial status of our employer. Growth, profits, wages as percentage of revenue, and comparison with the next five largest carriers.

UPS is crying poor at contract time but these **facts** tell the truth. We are in the **best bargaining position in our history.**

Our union officials just held their meeting in Florida to screen proposals and prepare bargaining demands. Soon negotiations will begin, and future **Contract Bulletins** will bring you all the news available.

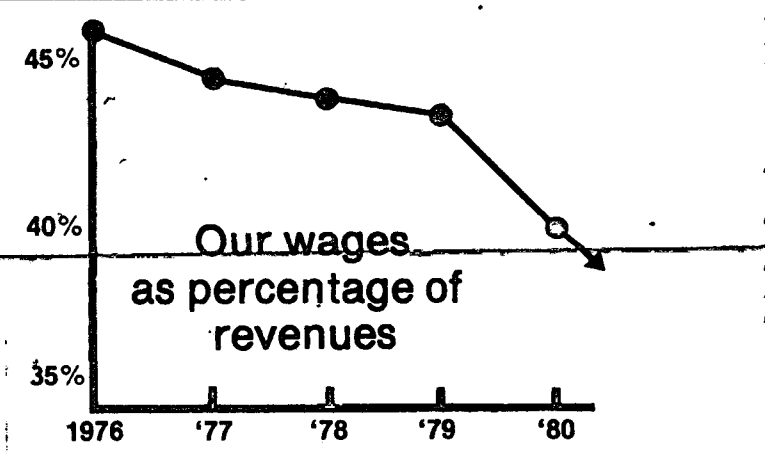
Now is the crucial time for all UPS Teamsters who care about their future. We can make a difference on this contract. You can start by reading the facts here, then by passing these Bulletins on to your fellow workers, and by **joining us** (see coupon on back). Together we can make a big difference. Alone we can't do a thing.

What's it Mean For Working Conditions

UPS management is making all-time record profits, zooming upwards, while paying a smaller percentage of the revenue out in wages. But some may say "Well, we're still making a good buck, it's just the conditions and harassment and indignity that we suffer".

Exactly. **These figures show that there is no need for these inhuman conditions, harassment, and constant push on the employees. UPS can very easily afford to treat each employee fairly, without inhuman harassment, and still make the highest profits in the industry.**

The only answer possible is greed. But then, we have an answer to that. A decent union contract, with improved conditions, this time. Not next time. This time. **If you agree, clip the coupon on the back and mail it today.**



Total non-supervisory wages as percent of revenue. This shows how the percentage of revenues (from customers) that are paid to unionized personnel has declined steadily from 45.1% in 1976 to 39.8% in 1980.

Sources: The facts on this page come from Trines Red and Blue Books, 1977-1981 (Dun & Bradstreet); Annual Report, UPS of America, 1980; Annual and Quarterly Reports, Securities and Exchange Commission.

UPS Profits: Bigger Than Next 5 Combined

	UPS	Next Five Companies* Combined
Operating Revenue [sales]	$4,025,169,000	$3,991,360,000
Net Profit after taxes	$188,669,000	$24,032,000
Percent of profit on equity	29.8%	2.5%
Number of employees	111,000	73,785

* These carriers are Roadway Express [41.7 million], Consolidated Freightways [14.1 million], Yellow Freight [-14.5 million], Ryder [-7.9 million], and McLean [-9.4 million].

This chart shows that UPS is truly in a "class by itself" dwarfing the next five carriers combined. The whopping figure of 29.8% rate of profit on investment is a higher rate than almost any corporation in the USA can boast, even the oil companies. In these recessionary times, UPS is still making enormous profits and increasing the rate all the time. [All figures for the year 1980.]

Chicago Locals Under Separate Contract

Those of us who work in Illinois and Indiana [and the Quad Cities area of Iowa] are under a legally separate contract, not part of the national agreement. And we are all in Locals 705 or 710, no matter how far we are from Chicago, where the locals are.

We will be voting on our own contract. If we can stick together—Chicago, Indianapolis, Quad Cities, and all other areas—we can win a decent contract.

We Can Do Better Than Freight!

Some misinformed Teamster officials have already stated that UPSers must follow the disastrous pattern set by the freight contract, which includes a 3-year wage freeze, big cuts in cost-of-living, and worse.

This is totally false. The UPS contract is completely separate. UPS Teamsters have a legally protected right to bargain and vote on our own contract.

Furthermore, even though past UPS contracts have been somewhat patterned after the freight contract, we've never really followed it. Think about it. Are there part-timers working in the freight industry 3-4 hours a day? Do freight drivers make 100 or more stops a day? Are they subject to constant production harassment?

In fact, our contract has always been **inferior** with regard to dignity and conditions. It's time to change that second-class status.

UPS is making giant profits. Should it all go to management, or should some go to the 80,000 union members who make those profits possible? **This contract will answer that question.**

U.P.S.
Petition for a Good Contract

To: **IBT General President, Roy Williams,** Chairman of UPS Negotiating Committee and all other **Negotiating Committee members.**

We the undersigned Teamsters employed at United Parcel Service will vote **NO** on any proposed contract that includes a freeze on wages and does not improve the conditions under which we work. For years we have worked under substandard conditions and increasing harassment for productivity. In 1980, according to the **Annual Report to Shareholders,** UPS' income after taxes increased by $105 million. We have worked hard to help make the company this profitable. We deserve to make gains in these key areas:

- **Wages and COLA**—Improved Cost of Living Clause that actually keeps up with inflation ('.2 formula' paid quarterly). Also, wage increase every 6 months.
- **Working Conditions**—No disciplinary action or harassment based on production standards. No incentive plans.
- **Seniority Rights**—Inside workers(both part-time and full-time) should have the right to bid shifts and jobs within a building. All full-time jobs to be bid from part-time list. After exhausting UPS seniority list, new hires should come through the union hall.
- **Hours of Work**—All overtime should be voluntary, **no forced overtime.** Part-timers to be guaranteed 4 hours and paid for 8 hours after 5 hours. Feeder drivers to be paid double after 10 hours. Package car drivers, pick up drivers, and inside workers to be paid double after 9 hours.
- **Grievance Procedure**—We need a fair grievance procedure. 'Innocent till proven guilty' should be established in the procedure.
- **More Time Off**—2 more personal days off. 3 more sick days off with right to take one day at a time. 3 weeks vacation after 5 years.

We ask that our Local Union representative convey these strong sentiments to the Negotiating Committee, and we ask that the Negotiating Committee members represent the interests of **all** UPS workers.

Name	Local	Employer	Soc. Sec. #

SPECIAL BULLETIN

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Non-Profit Org.
U.S. Postage
PAID
Detroit, Mich.
Permit No. 1519

Published by the TDU/UPS Committee June 1983

Teamsters for a Democratic Union, Box 10128, Detroit, MI 48210 313-842-2600

Despite the Recession

UPS Profits Up to $332 Million

ITEM	1982	1981	1980
Delivery Income	**$5,213,226**	$4,910,916	$4,162,793
Operating Expenses	**$4,710,599**	$4,403,766	$3,831,880
Operating Profit	**$502,627**	$507,150	$330,913
Profits Before Taxes	**$604,414**	$597,083	$359,877
Net Profits (After Taxes)	**$331,866**	$327,780	$188,669
Shareholders Equity	**$1,107,831**	$878,531	$632,790
Return on Equity	**30.0%**	37.3%	29.8%
Profits Per Share	**$1.97**	$1.94	$1.12
Dividends Paid Per Share	**$.65**	$.41	$.20
Operating Ratio	**90.4**	89.7	92.1

Despite the worst economic situation in a generation, UPS again made record profits for 1982, climbing to $331.87 million net profits after taxes. In addition, delivery income, profits per share and dividends per share were all up over the record-breaking year 1981.

Here we present a chart for the **facts**. All information based on the 1982 Annual Report, Form 10-K, filed with the U.S. Securities and Exchange Commission.

Complete copies of the SEC Form 10-K are available from TDU for $5 for copying and postage. Note that some figures will be slightly different than those based on I.C.C. records, for technical reasons. The differences are slight.

It Can Be Stopped

Beware of the Incentive Plan

UPS is continuing to introduce the incentive plan at many new centers and hubs around the country. While it may seem like a good deal to drivers who would love to get off work a little early and get paid for that time, several UPSers from around the country have replied that the incentive plan, in practice, isn't as good as it sounds.

The replies to the questionnaire distributed nationally by TDU indicate that the incentive plan has caused many problems for the UPS workers under it. A Local 710 package driver from McLean, Ill., when asked how many people are dissatisfied with the incentive plan, stated, "At least 80% of the drivers are dissatisfied. The only ones happy are the select few who come in early and make bonus." A driver from Local 137 in California replied, "Most drivers will tell you that if you keep beating your route and running early, UPS will do a new time study to increase your allowances and make it harder for you."

UPS knows how to get what they want. They have developed a public relations program to make the incentive plan sound quite attractive to people who are already working through their breaks and lunches. John Braxton, a Local 623 package driver, said, "Since the union hasn't enforced the contract, UPS has been able to harass people enough to work through their lunches and breaks. When the company comes along and tells drivers that now they'll be rewarded for working through their lunch, that sounds good to people."

Drivers in Galesburg and Decatur, Ill., who weren't particularly dissatisfied with the incentive plan have now reported that they are finding it harder and harder to make bonus since the Driver Release program has been instituted. What it all adds up to is that UPS is continuing their push for more work out of less people, making our jobs harder and less secure. As one driver put it, "The incentive plan gives drivers the incentive **not** to do their job right, which could lead to them losing their job in the future." At AM meetings throughout Local 710 drivers were warned about the increasing accident rates in the area. It's no coincidence that accidents were up in areas just beginning the incentive and driver release programs.

The incentive plan can be stopped. Before introducing it, UPS has a duty to bargain with the union. Section 8 (a) 5 of the National Labor Relations Act makes it illegal for an employer to refuse to bargain over wages, hours, conditions, and bonuses and incentives. These are called "mandatory" subjects of bargaining. Of course, if the union gives the green light, then the company has met its duty.

It's up to the Local Union. Whether or not a vote is taken among the employees is up to the Local Union. Whether or not the incentive plan is allowed in without hesitation is up to the Local Union. Some locals have said they will not allow the incentive plan. Others will not allow it without a vote. Yours can take the same stand. UPS Teamsters have a perfect right to ask and expect their Local Union to represent them on this issue.

The Un-COLA

"The COLA will offer protection of your purchasing power against renewal of inflation."—Roy Williams, June, 1982 letter to UPS employees.

"Our COLA payments will be partially or totally diverted into health and pension funds."—TDU/UPS Contract Bulletin, May 6, 1982.

We now see which proved truthful. The COL has been totally taken up by the benefit funds. All COL money on overtime hours (which would be at 49.5c per hour) is being retained by the company. And the biggest rip off of all is the part-timer COL, since most part-timers (except Western Conference) have their COL totally retained by the company.

Some locals are taking action, bargaining, and protesting to the International. Unfortunately not enough. But things are happening that could make it harder for this rip off to happen again.

See the latest (May) *Convoy-Dispatch* for more on the COL issue, and also, the next (June) *Convoy-Dispatch* as well. To make sure you get a copy—join TDU. Application on back.

Part-Timers

Ways to Survive on the Job

Working at UPS is tough. I'm a part-time loader in a hub. I give UPS a good night's work. I realize that the only long range way to deal with a company like UPS is through unity and working to have a strong, responsive union. But, to give myself and others I work with some protection on a day to day basis, we developed some ways to defend ourselves at work.

I try to act very firm and confident, but not belligerent or argumentative. I expect to be treated with respect. I've worked to know my rights, to understand as fully as I can what supervisors can and cannot do, and to know what I can and cannot do. TDU has been very helpful with this. I've learned methods, procedures, and rules as well as or better than most of the supervisors. It gives me an edge on them.

For me, the proof is in the pudding. I have worked at UPS for a number of years and have consistently raised more hell than anyone else in the hub, have become someone that UPS must deal with on the shop floor, and I still have a clean file.

Some things you can do are:

1. Know your contract cold, including the unwritten parts—past practice, common practice, especially those things that immediately affect you—seniority, change of start time, personal days, job assignments, etc.

2. Keep an account of everything. I write down the subject of the General Introductory Talk (G.I.T.) every night. (Do it in front of them if you wish.) Include every occurrence worth noting—your start time, when you finish (check against pay stub), supervisors working, who worked your truck with you, etc.

3. Sign nothing but your paycheck and the missort sheet. This has been upheld through the grievance procedure. Many of us make notes on the missort sheet about amount previously loaded, condition, etc.

4. Don't let them get you for stupid stuff like coming late too many times, coming in smelling like a bar, etc.

5. Get water and use the bathrom when you need to. Insist! It's your right, not a privilege the supervisor lets you have.

6. Keep an eye out for unsafe work situations. Insist the truck gets swept out if footing is unsafe. Call attention to packages falling from above.

8. Determine as swiftly as possible if an exchange with a supervisor could lead to a disciplinary action. If so, insist on having a steward present. I ask if I'm being threatened or considered for disciplinary action. Sometimes just asking backs them off.

9. Get picky back by working exactly to the rule when they are especially on your case or getting picky with you. I use every correct method I was ever told (I remember them because I have written them down for the last couple of years) and I especially use the ones that make it hard on the supervisor. For example: We were told months ago if a package opens up in the truck while we are loading to call the supervisor. I do call him. It means he has to climb in the truck, has to get tape or a Quality Control (Q.C.) person. I try to get others to do the same thing. It is a nice bother to him or he has to instruct me counter to "correct methods" which I quietly point out. You can become quite a bother if it seems useful.

10. Point out to the supervisor some of the things that he missed at the end of your shift. I keep track of who works the truck with me, who didn't sign the missort sheet. I note these things and let the supervisor know what I am doing. This approach is tricky, because you don't want to help the supervisor do his job. It can be effective to point out his shortcomings.

11. Don't let supervisors work. Even when it's helpful to you. When a supervisor does union work, he is stealing a union member's time. Note how long, where, and who else obseved supervisor working. Try to stop it yourself. The first time, I quietly go to the supervisor and point out what he's doing. The second time, I often yell loudly, "Hey, Bill, why are you doing union work?" or, "Hey, when you're done over there, come and do my job!" Say anything to draw attention to the supervisor working. If it continues, talk to your steward. It can be grieved and you, or the most senior person, will be paid for the time the supervisor worked.

I hope that this advice on how to make the job more tolerable is helpful to you. All these things are individual acts, but they are much more successful if you get a lot of people on your shift using these tactics. Any ideas you have that I might have missed should be sent to **Convoy-Dispatch** to be shared with everyone.

Understandably anonymous,
A Pennsylvania Part-time Loader

Survival Hints for Package Drivers

1. Know and enforce your contract and your rights.

2. Keep a detailed account of what happens each day at work. UPS has lots of ways to measure your performance. Your only defense is to have accurate documentation of your work each day.

Keep a notebook of each day's activities—weather conditions, name of supervisor who rode with you, anything unusual about your load, route, etc. Punch whatever you use for your record on the time clock.

It's tedious to do this accounting of your day, but without such documentation, you are left solely with their records and your memory. One day seems just like another, so you won't be able to defend yourself.

Other things to note are: 1) comments made by supervisors, 2) witnesses, approximate time, etc., 3) any directions given on "correct methods" which we know may vary from time to time, 4) what was said at AM Meeting, etc.

3. File grievances to enforce the contract. Filing grievances makes the company more accountable. It is also a way of keeping records and building cases against supervisors and management policies.

4. Build shop floor organization. File group grievances when appropriate in order to let UPS know that it isn't just one person who is dissatisfied. Keep your workmates informed of the outcome of your grievances. Give support to others by signing statements to support a co-worker's grievance. Avoid violating the contract yourself (such as working off the clock) and encourage others not to do so. Set up employee funds that provide protection when someone is fired, lost wages and travel expenses for stewards to go to the grievance panel, etc.

5. Participate in your Union. Attend your local union meetings. Your local officials and BAs respond to numbers. Run for steward or serve on a committee to help the steward(s). Your active participation in union affairs is the best way to have some impact on the contract, working conditions, the grievance procedure, your pension and health and welfare, etc.

For more information on employee funds and a survival kit for package drivers, use the form below.

Rights to Distribute

You have an absolute right under federal labor law to possess and distribute this material in any non-work area during non-work times. Don't let your supervisor or business agent try to tell you differently! If you are harassed by an employer or union agent, call TDU at (313) 842-2600. We can provide legal advice and assistance.

GET INVOLVED!

☐ I will distribute UPS Special Bulletins. Please send me_____copies.

☐ I will distribute the TDU newspaper **Convoy-Dispatch.** Please send me_____each month. (Billing: $3/10, $4/20, $5/50, $9/100.)

☐ I want the TDU booklet **Rank & File Organizing at UPS** ($2.50 each, $1.50 on orders of 5 or more).

☐ Send information on rank and file employee funds. Cost 50c.

☐ Send survival kit for package drivers. Cost $1.00

Send materials by: UPS☐ US Mail☐

(Use the form below)

JOIN TDU NOW!

Name_____ Local Union #_____

Address_____

City_____ State/Prov._____ Zip_____

Phone_____ Company_____

Package Driver☐ Feeder☐ Warehouse☐ Other_____

☐ $20 membership fee—for one year's membership & subscription to **Convoy Dispatch.**

☐ $25 optional membership fee. ($5 of this will be rebated to the local chapter.)

☐ $10 annual dues for spouses, retirees and Teamsters who gross less than $10,000 a year.

Amount enclosed $_____ Date_____

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210
(TDU membership is kept confidential from employers and Union officials.)

CONTRACT BULLETIN

tdu

Aug. 17, 1984
#2

Published by the UPS/TDU Contract Committee

Teamsters for a Democratic Union, Box 10128, Detroit, MI 48210 (313) 842-2600 138

No Cola, No Improved Language, Two Tier Stays

Presser Discloses Secret Deal with UPS to Extend Contract

On August 16 the International Union sprung a surprise contract extension proposal. What follows are the details of it and some reasons why we feel that it is important to vote no and send the agreement back for more negotiation.

We all now realize the 1982 contract set us back years, despite promises by Roy Williams and UPS. Last year UPS had its best year ever, with profits of $489 million. Nevertheless, this year we lost our COLA again, which when added to the COLA lost in 1983 combines for a total loss of roughly $2,800.

Now we are being asked again to vote for a contract, and it is urgent that every UPS Teamster consider this contract very carefully! Before voting please ask yourself this question: Is this the best contract we can get, or is it what UPS management wants to put over on us?

Before voting consider these facts:

** A "No" vote does not mean a strike. This is not a final offer, and there are still nine months to negotiate the contract.*

** Cost of Living will still be given away under this contract.*

** The low rate new-hire jobs (two tier contract) get even worse in this contract.*

** This deal gives the company the green light to go local to local for part-time drivers paid at the lower rate for the Next Day Air operation.*

** No other issues are addressed by this contract. Improvements can be made in non-monetary matters if we vote "no."*

** This deal was made in secret by Jackie Presser without the input of any UPS members or local officials.*

The union is in an excellent bargaining position, and by sending this offer back we will send them a message that UPS Teamsters want an end to the 1982 give-aways, and also want improvements in the non-monetary sections of the contract.

If you care about your job and your families' future, please think carefully before voting. The $1000 and $500 bonus does not cover half of what we have lost in the last two years in COLA. A "no" vote does not mean a strike. It takes only 51% to send this offer back. In 1982 UPS and the International Union made many promises and no doubt they will make promises this time. We believe it is time for real protection and progress, not promises, and urge you to send this back for more negotiation.

UPS/TDU Steering Committee
John Braxton, Local 623, Jerry Gaimari, Local 404
Jim Wardell, Local 710, Charis Moore, Local 315
Melvin Gwynn, Local 512, Joe Henry, Local 90

Contract Summary

Duration

Extended until July 31, 1987.

Cost of Living

Diverted for three more years.

Two Tier Wages

New hires not brought up to scale. By 1986 there will be five separate wage scales for load/unload and five for sorters. Drivers will also have a new lower new-hire rate for the first year.

Monetary

Bonus of $500 for part-timers and $1,000 for fulltimers (before taxes) "as soon as practicable" after ratification. Paid to all bargaining unit employees on payroll as of September 4 who have date of hire before May 1, 1984.
September 4, 1984—68c per hour.
September 1, 1985—50c per hour.
September 1, 1986—50c per hour.
This increase will be deducted from the COLA.

Other Issues

Protection against part-time drivers—nothing.
Innocent until proven guilty—nothing.
Improved language on overtime—nothing.
Part-time four hour guarantee—nothing.
Seniority and bidding rights—nothing.
Improved benefits—nothing.
Improved working conditions—nothing.
Protection against productivity harassment—nothing.

Voting

Ballots due by noon, September 10, 1984. Majority needed to reject, not 2/3. Not the employers final offer, and no possibility of strike.

Questions & Answers

What Does a "No" Vote Mean?

This contract can be voted down by a majority (it will not take 2/3) because it is *not* the employer's final offer. It is only a preliminary offer. If it is voted down, further negotiations will lead to a better contract for all UPS employees. There is *no possibility* of a strike because the contract does not even expire until June of next year. We have everything to gain and nothing to lose by sending a clear message to the negotiating table.

What About the "Bonus" that Sounds So Good?

We all want to get the bonus, and we will. Negotiations can continue with the bonus included.

But don't be hypnotized by the bonus. A thousand dollars is great but figured over 3 years it is about 13c/hour. This is a small fraction of what we lost in cost of living, which is given away again in this deal.

The proposed wage increase may be fine. But check the fine print, which reads "the amount of money guaranteed for wages...*shall be deducted from the cost of living* each year." In other words the 50c raise comes out of the cost of living, as well as money diverted to the H&W and pension.

Fifty cents is about 4% a year, and since we've had a freeze for two years, it will average close to 2% a year for the whole contract. Just imagine how far you will fall behind in buying power, as 2% is far below the inflation rate.

continued on back

DON'T LET 1982 HAPPEN AGAIN!

VOTE NO SEND IT BACK!

VOTING "NO" DOES NOT MEAN A STRIKE.

LET'S GET A BETTER CONTRACT.

continued from front

Remember, with UPS's record profits of $489 million, they *know* they will have to give wage increases. TDU obtained a copy of UPS's own internal instructions to management in which they admit they will grant "modest economic increases." By voting this down, we are not rejecting the monetary package, we will simply get the chance to bargain over other issues.

What Can I Do, as One Member?

Plenty. 48% voted "No" in 1982. This time we need 51%. You can vote "No," and urge others to do the same. Every vote counts. Circulate these bulletins and reprint them. Remember, the ballots must be received by September 10 at noon. If you don't get a ballot by August 23, we recommend you call your local to get a duplicate sent.

And most important, you can join with those who are working together to improve our union and our contract at UPS. You can join TDU, and attend the National Rank & File Convention and National UPS Teamsters Meeting October 13-14 in Chicago. It's time to get involved.

What Are the Give-aways in This Deal?

First, the Cost of Living clause is again given away. Second, the two-tier wages (low-rate for inside part-timers) are continued and *made worse*. By the end of this contract, there will be five (5) separate rates for load/unload and five (5) separate rates for sorters in every area! Drivers as well will have a new-hire rate.

These are *major concessions* which were first made in 1982. Almost everyone at UPS knows what a mistake that was. Why would we now make the same mistake a second time—when we have a perfect opportunity to correct it?

Why Has This Been Kept Secret and Now Railroaded Through?

Because open discussion would reveal its weaknesses. If it were a sound proposal and a fair contract, it would *not* need dirty tricks in an attempt to get it passed. That is why active members and the officers of many large UPS locals are urging a "No" vote.

National UPS Meeting October 13-14, Chicago, IL

On October 13 and 14 UPS Teamsters from across the country will meet in Chicago, Illinois at the TDU Convention for a national meeting to discuss steps to be taken in the future. The contract reopening is further evidence of the need for UPS Teamsters to work together to improve the contract and be prepared to present our concerns to the International and UPS in an organized way. Make plans to be at this important meeting. For more information, please check the box below.

____ YES, I am interested in attending the UPS meeting at the TDU Convention. Send me more information.

____ YES, I want to receive future contract bulletins to distribute.

____ YES, I want a meeting in my area. Please contact me.

____ YES, I will donate to help the campaign for a decent contract. Enclosed is my donation of:
☐$25 ☐$15 ☐$10 ☐$5 Other _____

Join TDU!

Yes, I want to join TDU to support the movement for a decent contract, and to receive **Convoy Dispatch** for a full year. (Please use official TDU membership form below.

Name _____ Local # _____

Address _____

City _____ State _____ Zip _____

Phone _____ Company _____

Package Driver☐ Feeder☐ Warehouse☐ Other_____

☐ $25 membership fee—for one year's membership & subscription to **Convoy Dispatch.**

☐ $60 three year membership fee. ($10 of this shall be rebated to the local chapter.)

☐ $15 annual dues for spouses, retirees, and Teamsters who gross less than $12,000 a year.

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210

SPECIAL UNITED PARCEL SERVICE BULLETIN

138 January, 1986

tdu

Major Locals Resist, But UPS Keeps Pressure On

Part-time Drivers: Foot in the Door for 1987 Contract?

Keep beating them down until they give in—that has been UPS' strategy on the implementation of part-time drivers across the country. Following the initial proposal in May, 1985, many locals, primarily in the south, agreed to the deal. UPS had its foot in the door even though many major locals refused the deal, and have continued to since that time. Now recent events in California, Michigan and New England make it clear that UPS is keeping the pressure on to expand the use of part-time drivers.

In December, Oakland, California drivers were told that the company wanted the proposal considered again (last spring all northern California locals, with the exception of Local 278, refused the deal) and that there would be a vote at the union hall. Almost immediately, concerned drivers had a leaflet distributed warning of the dangers of part-time drivers. The meeting was called off, and UPS backed off for the time being.

Earlier in the fall, UPS in New Hampshire approached Local 633 and asked for the part-time drivers at lower rates of pay. The local took an interesting approach by conceding to UPS, but only on the condition that a trial period be set up and that a combination, fulltime driver also be put on and compared to the part-time drivers. No word yet on the results of this test, but at least the local has tried to work out a better deal.

Not so for seven outstate Michigan locals that agreed to part-time drivers after a presentation by UPS. Only one local, Saginaw Local 486, has so far refused to sign on. C.R. "Bob" Coy from Michigan's largest UPS local in Detroit had made promises during the 1984 contract extension that there would not be part-time drivers. So far there aren't in his local. But Coy, who is head of the Joint Council and on the National UPS Negotiation Committee, used none of his influence to deflect the deal in outstate locals, or help negotiate for better terms.

Members in locals that still do not have part-time drivers may feel that their local will never give in, or even that the issue of part-time drivers will not affect them in any case. But the willingness of the Michigan locals to give in shows that it can happen, and that UPS will continue to inch along in its efforts to make it happen.

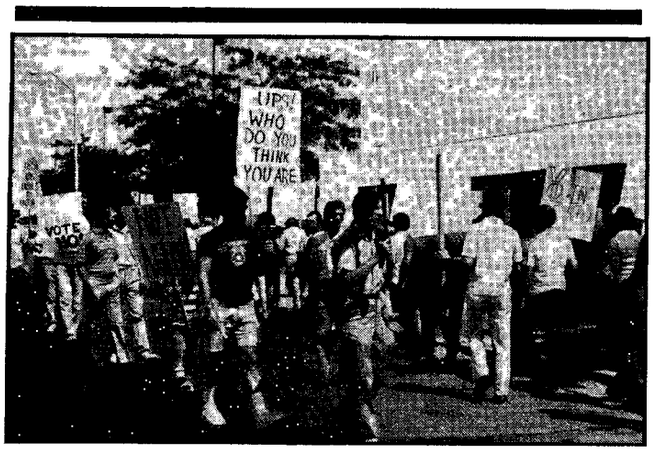
Many Locals Continue to Resist Part-time Drivers

Many, many locals have made it clear that they do not plan to give in to the part-time driver program. They include Maine Local 340, Boston Local 25, Worcester, MA Local 170, Springfield, MA Local 404, Hartford Local 671, Albany Local 294, New York City Local 804, New Jersey Local 177, Philadelphia Local 623, Washington, D.C. area Local 639, Baltimore Local 355, Cleveland Local 407, Rochester Local 118, Columbus Local 413, Cincinnati Local 100, Toledo Local 20, Michigan Local 243, Seattle Local 174, Sacramento Local 150, Oakland Local 70, San Jose Local 287, Redding Local 173 and other locals in the northern California area.

In locals where UPS has not been successful, like those above, they may very well try to get it in the 1987 contract. Our demand should be that all part-time drivers for the Next Day Air deliveries be prohibited, and that combination drivers be implemented where necessary. We will also have to watch out for expansion of the use of part-time drivers in other areas. UPS has tried part-time feeder drivers in Texas, and most recently in Fresno, California, as yard hostlers. Several areas have had to fight to keep shuttle jobs to the airport full time.

What can be done to stem this tide? We need to build the pressure against this trend by letting local officials know part-time drivers are not wanted, by informing other UPSers of the danger and, most important, by preparing for the 1987 contract by expanding our network of concerned UPS Teamsters.

The point that local unions who have agreed to the part-time drivers miss is that there is an alternative. A combination fulltime position can be created to efficiently cover the need for someone to run off the late NDA packages. Some locals already use a fulltime person to do pre-load work or a shuttle run in the early morning, and then run off late NDA packages in the late morning hours. This simple plan could avoid a concession that will come back to haunt us for years to come.



Write-in Campaign to 60 Minutes Kicked Off

Following the lead of Oakland, California UPS members, the UPS Committee of TDU has kicked off a national write-in campaign to the **60 Minutes** television program asking that they investigate working conditions at UPS and the union's lack of representation of UPS members.

Special post cards, addressed to **60 Minutes**, are available from TDU to encourage as many UPS Teamsters as possible to let their feelings show on the situation at UPS. The hope is that with enough post cards flowing in, **60 Minutes** will take notice and do a story on UPS, shedding some light on UPS practices.

Oakland, California UPSers started their own write-in campaign to **20/20** in the fall, and the **Wall Street Journal** did a short story on their efforts. In the story, **20/20** said that they hadn't noticed the effort yet, and UPS told the **Journal** that it was a small disgruntled group of workers. With cards coming in from all over the country, however, it will be hard for that excuse to hold up long.

Cards are available from TDU. Use the order form on reverse side to get some today.

This bulletin made possible by the UPS Committee of Teamsters for a Democratic Union. Contact us at TDU, Box 10128, Detroit, MI 48210, (313) 842-2600.

Help Us Win the Right to Vote

As you may already know TDU has kicked off a national petition drive on our right to vote for top Teamster officers. This is the largest petition drive ever attempted in our union, and is already receiving tremendous support from Teamsters across the country, in every jurisdiction.

It is going to be a big job though and the role UPS Teamsters play will be crucial. That is why we are writing to you here, to urge you to do everything possible to distribute the petition, get signatures and get them back in to the TDU office from your area.

As UPS Teamsters there are many reasons for supporting this effort. The International Union ultimately has control over our contract, grievance panels, and thus our working conditions and standard of living. If anything, the International Union, under Williams and Presser, has aided the decline in our conditions. In 1982 we experienced first hand the effect of the 2/3s rule on our contract vote, with the resulting loss of our COLA and inclusion of two-tier. In 1984 we saw Presser try to ram our contract through without any consideration for the issues of concern to the vast majority of UPS Teamsters. And every day we face a more and more aggressive company and a union less and less willing and able to back us up.

Talking about these problems won't get us anywhere, but working for the right to vote for our International officers will. When they can be held accountable for their actions we will have the leverage we need to make sure that our concerns are addressed.

But it won't happen if we don't get behind the petition effort and give every UPS Teamsters a chance to sign. If you are already getting signatures great, but do what you can to reach other centers in your area. If you haven't gotten any petitions yet use the order form below to get some. Believe us, people will sign—practically every Teamster agrees with the right to vote—but they will never sign if they are not asked.

Thanks for your help and good luck!

TDU/UPS Steering Committee,
John Braxton, Local 623, Philadelphia, PA
Dan Campbell, Local 486, Grayling, MI
Kim Cotter, Local 70, Oakland, CA
Richard Olson, Local 344, Madison, WI
Joe Bales-Henry, Local 90, Des Moines, IA
Jerry Gaimari, Local 404, Springfield, MA
James Wardell, Local 710, Galesburg, IL
Lou Woodward, Local 79, Largo, FL
Doak Jones, Local 70, Oakland, CA
John McCormick, Local 705, Chicago, IL
Jake Workman, Local 150, Sacramento, CA

Order Form/ Membership Application

☐ Send me_____copies of the new UPS recruitment brochure.

☐ Send me_____60 Minutes Write-in Campaign postcards (10 cards for $1).

☐ I want to join TDU. (Use form below.)

☐ Send me_____copies of the Right to Vote Petition. I'll help.

Name _____ Local _____

Address _____

City _____ State/Zip _____

Phone (___)_____ Company _____

City____Road____Dock____Other _____

☐ $25 membership fee—for one year's membership & subscription to **Convoy Dispatch.** ($5 of this shall be rebated to the local chapter.)

☐ $60 three year membership fee. ($10 of this shall be rebated to the local chapter.)

☐ $15 annual dues for spouses, retirees, and Teamsters who gross less than $12,000 a year.

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210
(TDU membership is kept strictly confidential)

Recruitment a Top Priority for 1986

Since 1982 the network of concerned UPS Teamsters has continued to grow. From coast to coast, there are TDU/UPS members working together for better conditions at UPS and a better union. But we need to reach more and more of the some 90,000 UPS Teamsters if we really hope to bring about the changes we need. Thousands of UPSers have joined TDU, and thousands more will—if our goals are explained to them and they are asked.

The job of spreading the word on TDU is up to every one of us. At the recent 1985 TDU Convention, UPS members made it one of the top priorities for the coming year.

To help in this effort, TDU has published a new brochure that should be useful in recruiting new members to TDU and explaining to new members what we have done and what our goals are. The brochure gives a rundown of TDU accomplishments for UPS Teamsters over the last several years, describes what TDU is and outlines the UPS Committee's goals for the coming year.

Order some of these brochures to hand out to non-TDU members at your hub or center in an effort to boost our membership. Remember, it's this support that keeps us growing.

CONTRACT BULLETIN

March 14
1985

TEAMSTERS DEMOCRATIC UNION FOR A RANK AND FILE

Teamsters for a Democratic Union, Box 10128, Detroit, MI 48210 (313) 842-2600

Two-Tier: Companies' Dream Is Teamsters' Nightmare

A serious danger is looming in the background as the negotiations on the NMFA proceed. This danger is the 70% clause (or other version of two-tier wages), and reports from many local officers around the country indicate that it will almost certainly be in the contract. The danger is real, but disaster can still be prevented, and that is why TDU is publishing this special informational bulletin on two-tier wages.

Read this bulletin to find out why two-tier is a time bomb that could explode into job loss for senior employees, rip the union apart at its seams, and lead to further loss of Teamster jobs by giving large carriers a green light to escalate their discounting war and force more smaller companies out of business for good.

History tells us that Presser can't be counted on to take a stand against two-tier. After all, he giftwrapped it for the companies in the 1983 relief rider to the NMFA, and has endorsed the idea since then.

Remember the Relief Rider

The actual clause could be similar to the relief rider—a permanent lower wage—or it might be graduated like the 70% clause that exists in the Central Penn., Washington, D.C./Maryland and Virginia Supplements. See the back of this bulletin to see how these Teamsters feel about 70% after living with it for three years.

But the bottom line is that a two-tier wage *in any form* puts a price on the head of every top-rate Teamster. Even if new hires eventually reach top rate, the companies have the incentive meanwhile to save thousands of dollars by firing top rate employees, forcing them to quit through harassment, or weeding them out through changes of operations.

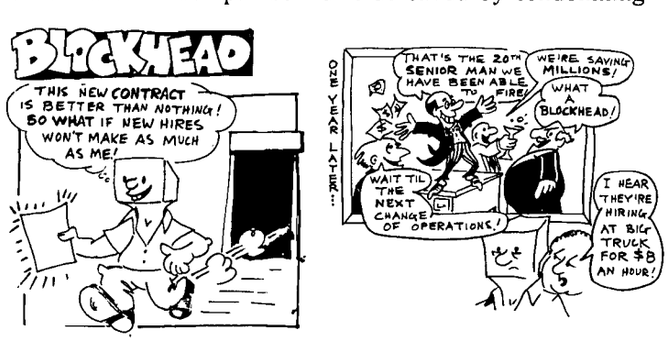
Say the difference between regular employees and new hires was $3 an hour. The employer could pocket $7,000 yearly for each Teamster replaced by a new hire. By replacing just ten senior employees, a terminal manager could save $210,000 in just three years in one terminal.

If a pension increase is given in the contract, thousands of Teamsters may retire, allowing a flood of lower paid new hires onto the docks and into the trucks. How will you feel working side by side with them and knowing your job is on the line? How will they feel, making less for the same work and paying the same dues and initiation fees?

Division weakens the union, and the companies must be licking their chops at the prospect of the disunity caused by two-tier. Will the International Union be able to stand up to the companies and protect members' jobs under two-tier? If the last several years are any indication, it's highly unlikely.

Any attempt to say that two-tier is the only key to job security is like saying that a mass suicide would solve the world hunger problem.

Real job security will only come through measures like voluntary overtime during layoffs, halting subcontracting by non-union owner-operators, and organizing the unorganized. Jobs and companies won't be saved by condemning the next generation of Teamsters to second class status, dividing our union or selling the future of our children. Real job security begins with unity. Let's start now before it is too late. If you agree, use the membership application below to support the organization that is doing something about it—TDU.


BLOCKHEAD
THIS NEW CONTRACT IS BETTER THAN NOTHING! SO WHAT IF NEW HIRES WON'T MAKE AS MUCH AS ME!
ONE YEAR LATER:
THAT'S THE 20TH SENIOR MAN WE HAVE BEEN ABLE TO FIRE!
WE'RE SAVING MILLIONS!
WHAT A BLOCKHEAD!
WAIT TIL THE NEXT CHANGE OF OPERATIONS!
I HEAR THEY'RE HIRING AT BIG TRUCK FOR $8 AN HOUR!

Contract Talks Update

Negotiations have been very slow to this date. Bargaining is scheduled to resume on March 18 in Washington. Regional Carriers Inc. (RCI) and the Motor Carrier Labor Advisory Council (MCLAC) have joined together in bargaining for some of the smaller carriers. They're hoping to get wage concessions that differ from the pay levels eventually negotiated with Trucking Management Inc. (TMI), the bargaining agent for the larger carriers.

Wages: Money has not been bargained over as of this date. Economic proposals are to be discussed at the March 18th negotiations.

Pension: Local officials at union meetings have stated there will be some kind of pension increase. But, to get 30 and out and a significant benefit increase, it will take a strong stand from the rank and file and the Negotiating Committee. The Western Conference of Teamsters is apparently set to announce a pension increase of 10% for current retirees and 20% for future retirees. This increase has nothing to do with the negotiations, but is due to actuarial report revealing that the fund can provide these increases at the current contribution levels.

TDU will continue to inform you of important developments in the negotiations. For more information, call the TDU Contract Hotline at (313) 842-2600.

JOIN TDU

During the Relief Rider to the NMFA, Teamsters for a Democratic Union was there to inform and organize effective opposition to the deal.

During the recent UPS contract extension, TDU was there to go to court and win the right to a fair, informed contract vote.

Now, TDU is working to help freight Teamsters get the best contract possible in 1985.

Isn't it time you joined us? We need your support today. Help us by filling out the coupon below and sending in your check.

Name _____ Local _____

Address _____

City _____ State/Zip _____

Phone (___) _____ Company _____

City☐ Road☐ Dock☐ Other _____

☐ $25 membership fee—for one year's membership & subscription to **Convoy Dispatch.** ($5 of this shall be rebated to the local chapter.)

☐ $60 three year membership fee. ($10 of this shall be rebated to the local chapter.)

☐ $15 annual dues for spouses, retirees, and Teamsters who gross less than $12,000 a year.

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210
(TDU membership is kept strictly confidential)

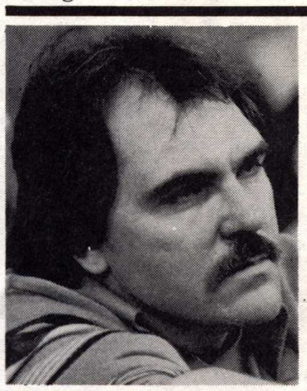
Listen to Teamsters Who Know:

70% Clause is Kiss of Death

Don't just take our word about the dangers of two-tier wages. Thousands of Teamsters right now are suffering under a two-tier agreement. Supplements to the NMFA in Pennsylvania (except Philadelphia), Maryland, the District of Columbia, and Virginia have a clause which provides that new hires get 70% of union scale the first year, 80% the second year, 90% the third year, and full scale the fourth year. This clause was snuck in during the 1982 concession contract. Here is what it has meant:

- Major companies manipulate changes of operations to throw senior employees out, and then hire off the street, saving a bundle.
- Teamsters with 20 to 30 years seniority at companies like Branch or Interstate (which have folded) are hired as new hires and work for $4 below scale, adding insult to injury.
- 70%ers on the road board get the long runs, while full scale senior men get the scraps.
- Harassment, productivity pushes, drug and alcohol testing, and continual work rule changes have made life unbearable for dock workers and city drivers alike, and have resulted in numerous firings and suspensions, once again opening the door for new hires.
- In every local under the 70% clause, union members are at each others throats, in many situations causing huge divisions at a time when unity is our only hope.

Union officials all over the country are telling members the 70% clause will be in the contract this time. The time is now to take a stand for real unionism. If you think the 70% clause won't affect you, think again. Let's make our voices heard, just like we did on the relief rider. Both members and local officers need to remind Presser and the employers that real union people know that an injury to one is an injury to all. No two-tier agreement. No second class Teamsters. And no 70% clause. Let them know you won't trade away your future and the future of the next generation of union members.



Dominic Buscemi
Preston Trucking
Local 773, Allentown, PA

The 70% clause in our supplement has not only destroyed any kind of unity in our local, but has been the basis for getting rid of senior men, through any means possible. It's like putting a sign on yourself saying, "Fire me if you want cheaper labor." Is it any wonder that the companies want productivity standards on the docks and for city drivers?

Burt Wiglesworth
Yellow Freight
Local 771, Lancaster, PA

The 70% clause has made our jobs very cheap. Yellow Freight has the incentive to really go for discharges against senior people. I've known 12 men fired over so-called "non-dischargeable" things. In the last three years Yellow has hired some 200 people at the low scale just here. That's 30% of the board, and millions of dollars to the company.

Lenny Clark
Yellow Freight
Local 771, Lancaster, PA

I'd like to say that there's no way the 70% clause will be passed in this area. We've lived with it for three years and can see the effects it has. It really gripes me that we have to take the cuts, while management regularly puts ads in the local paper for supervisory help.

How about a 20% cut in unnecessary supervisors to increase profits, instead of two-tier for Teamsters? A 70% clause for new hires? No way.

James Wright
Pilot
Local 776, Harrisburg, PA

The 70% clause is a dead giveaway to the companies. They said it would save jobs, but the companies are still handling the same amout of freight, and the fact is that no jobs have been created.

Don Moudy, former head of Local 776, helped negotiate the 70% clause. He was voted out of office this fall, and replaced with a slate that campaigned hard on getting rid of the 70% clause. That's how strong members in this area feel about it.

Clifton McDonald
Carolina Freight
Local 557, Baltimore, MD

What's really become clear here is how the 70% clause has enabled the large carriers, the ones doing the hiring, to cut their labor costs and discount their freight even further. This has meant the loss of Teamster jobs at the smaller carriers who haven't taken advantage of this concession. The two-tier wage isn't saving jobs. It's killing them.

Don Landes
Smith's Transfer
Local 29, Staunton, VA

After living with the 70% clause for three years, people in this area are totally opposed to it and urge other brothers and sisters to not allow it in their areas. Companies here have used it to their advantage to get rid of senior people. For example: Smith's opened a terminal in Carlisle, Penn. where they hired 70%ers, while we've got 15 people laid off here. Besides that we've got men working under this supplement for 70% who have 20 to 30 years seniority. They came from Branch, Interstate and Mason Dixon. There is no reasonable excuse for this situation.

Get Involved!

What can you do to prevent two-tier wages and get a better contract? Spread the word and inform fellow Teamsters now. Use the box below to receive more information.

☐ I want to join TDU. (Use the form on front page.)
☐ I want more contract bulletins to distribute.
☐ I would like to have a meeting in my area.
☐ I will donate to help build a campaign for a decent contract. Here is my donation of:

☐$25 ☐$15 ☐$10 ☐other

Name_____ Local Union #_____

Address _____

City_____ State/Zip_____

Phone_____ Company_____

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210

COLA: Now You See it, Now You Don't

The cost of living raise due to freight Teamsters on March 31 will be 33c. and .825c. per mile for road drivers. Since the beginning of the current contract the COLA has been diverted into the Health and Welfare and Pension Funds at a total cost of 93c. per hour (25c. at the beginning of the contract, 33c. in 1983 and 35c. in 1984). That equals a loss of about $5,000 per employee over the life of this contract. Of course, all COLA due on overtime was kept by the employers.

This time your COLA could go directly or partially to your wages. This little gift will be coming right at the time the contract expires. Why this time?

It's simple: trick the members into thinking the COLA will be restored, and then divert it for the life of the next contract. It's happened already at UPS, and freight Teamsters could be next.

Don't be fooled. COLA is a right Teamsters have fought for and won in past contracts. COLA is your only protection against inflation. Let's demand our COLA back in this contract.

SPECIAL UNITED PARCEL SERVICE BULLETIN

September, 1986

tdu

National UPS Rank & File Meet to Kick Off Contract Campaign

According to a UPS management memo signed by UPS chief executive officer John Rogers, UPS' bargaining strategy for the 1987 contract calls for a three year wage freeze and no cost of living allowance (see story this page for more on the memo). As well as disclosing what UPS is going for this memo also shows that UPS is already gearing up for the negotiations.

We need to be ready as well, to insure that our demands and concerns are addressed by our negotiating committee. One thng made very clear by Roger's memo is that the gist of UPS' bargaining strategy is aimed at monetary issues—pointing to the fact that they already have everything they want on central issues like production standards, control of our grievance procedure and other similar issues.

Based on Presser's performance in the 1984 contract extension and other national contracts, we cannot expect him to lead the charge in a fight for a decent contract.

What's at stake in the 1987 contract? Here are just a few of the issues and concerns that have not been addressed by our past contracts:

• **Production Standards and Inhuman Harassment.** Despite UPS' opinion surveys, Challenge of the 80's meetings and TLAs, the problem of inhuman harassment over job performance continues to worsen. Unjust firings, warning letters and endless petty harassment remain company policy. We need contract language that begins to protect all UPS Teamsters against unjust discipline.

• **Grievance Procedure.** The problem of harassment is made worse by the fact that little protection is offered by our grievance procedure. Instead, jobs, back-pay—and lives—are traded away. One positive step ahead would be a provision for innocent until proven guilty in our national contract. The Northern California Package Car Rider has it, all regions of the country should.

• **Double standards and second-rate Teamsters.** The two-tier contract implemented in 1982 resulted in more divisions between UPS Teamsters and created a lower class that never reaches top rate. The two-tier clause has given the company yet another reason to eliminate fulltime, top-rate, permanent jobs. We need equal pay for equal work.

• **Cost of Living.** Since 1982 every UPS Teamster has lost thousands of dollars as a result of the loss of COLA. This concession follows every one of us to retirement. UPS is highly profitable, there is absolutely no reason why we should be giving up the protection against inflation offered by COLA. In 1987, let's get our COLA back.

• **Next Day Air Concessions.** Teamsters at the giant Louisville Air Hub continue to work under a substandard contract that gives them little protection. In 1985 the International Union let UPS impose a part-time driver program in many areas, without membership input or vote. Many regions have resisted this concession, but we need to stop this foot in the door from becoming a boot in the pants for more of our precious fulltime jobs.

Memo Discloses UPS' 1987 Contract Goals

TDU has had a chance to look at a report on UPS' 1987 contract goals sent out by John Rogers to all supervisors for "their eyes only." The report states that UPS feels wages should be frozen for three years and no COLA provided as the "caliber" of people working for UPS does not deserve more. It goes on to state that supervisors deserve more money and that although in the past the Teamsters Union has been strong, it has now come to terms with a new "reality."

Also of note in the document is Roger's statement that the Next Day Air deal with the union, which allows substandard wages and total management discretion, is fine the way it is and should be continued in the next contract.

These initial bargaining goals of management show what they think of us and what their intentions are in the 1987 contract. No doubt some sweeteners will be thrown into their final offer but this early report makes it clear that they have little intention of making up for the many concessions we have made in the past—both in wages and working conditions.

This news may not be surprising but we hope that it makes more UPS Teamsters aware of the need for a strong national network of UPS employees working together for a decent contract in 1987. Since the 1982 contract that network has been growing steadily, but we need to reach m re centers a id more regions of the country.

UPS Contract Meeting October 25-26 American Hotel Atlanta, Georgia

In 1982 and then again in 1984 the UPS Committee of Teamsters for a Democratic Union was there when rank and file UPS Teamsters needed help the most. When both the International Union and the company were silent, TDU was there with accurate information and coordination. When Presser tried to deny us our right to a fair vote in 1984, TDU attorneys were there to stop the "sneak attack" and preserve our rights. Every year we get stronger, and continue to grow, and in 1987 we will have a bigger effect than ever before.

Now you can be there for TDU by planning to be at the 11th Annual TDU Convention in Atlanta, Georgia to take part in the UPS contract meetings and many other events. For more information contact TDU right away by calling 313-842-2600, or writing us at: TDU, Box 10128, Detroit, MI 48210.

TDU MEMBERSHIP APPLICATION

Name_____ Local Union #_____

Address_____

City_____ State/Zip_____

Phone_____ Company_____

City☐ Road☐ Dock☐ Other _____

☐ $25 membership fee—for one year's membership & subscription to **Convoy Dispatch.** ($5 of this shall be rebated to the local chapter.)

☐ $60 three year membership fee. ($10 of this shall be rebated to the local chapter.)

☐ $15 annual dues for spouses, retirees, and Teamsters who gross less than $12,000 a year.

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210
(TDU membership is kept strictly confidential)

labor donated

Wall Street Journal August 17, 1984

Teamsters to Extend UPS Concession Pact That Doesn't Expire Until Next Summer

By Leonard M. Apcar
Staff Reporter of The Wall Street Journal

WASHINGTON — The Teamsters union tentatively agreed to extend a concessionary agreement with United Parcel Service Inc. even though the current labor agreement won't expire until next June.

In a meeting of union officials near Chicago yesterday, the Teamsters unveiled the agreement. But union dissidents immediately criticized it as a "double-cross" of union members who knew little of the unusually early negotiations and thus were denied a chance to participate in them. The union leadership "has gone behind the members' backs and secretly reopened and negotiated a contract to the employer's liking," said Ken Paff, national organizer of the Teamsters for a Democratic Union, a dissident group based in Detroit.

The agreement, which is subject to a ratification by about 90,000 United Parcel drivers and package handlers, continues a two-tiered wage structure that pays newly hired workers about $4 less an hour than they would have been paid under previous contracts. It also continues to divert inflation adjustments to pay for health and welfare benefits that the company had paid fully before 1982.

The contract would provide three pay increases during the 26-month extension that would expire July 31, 1987. They would start with a 5% raise, or 68 cents an hour, followed by two 3.5% raises, or 50 cents an hour each. The average United Parcel driver earns about $13.50 an hour, the Greenwich, Conn.-based delivery company said.

To sweeten the offer, United Parcel agreed to pay part-time employees $500 and full-time employees $1,000 if the contract is ratified. The union is expected to vote on the contract extension later this month and count ballots by early September.

Mr. Paff's dissident organization said it would vigorously oppose the agreement and predicted it will be defeated. "The company is laughing all the way to the bank," Mr. Paff said. His organization, which represents a small contingent of the Teamsters' 1.9 million members, boasts loyal support among United Parcel drivers. United Parcel, a closely held company, had net income of $489.8 million last year on $6 billion in revenue.

Critics of the tentative agreement claim the early negotiations with the company were initiated "secretly" several weeks ago by Jackie Presser, the Teamsters' president. The company called the agreement "an offer" but declined to say why the talks began so far ahead of the June 1985 deadline.

Teamsters officials weren't available for comment.

Last year, Mr. Presser pushed a package of wage concessions for his trucking industry members that was soundly defeated. In 1982, the Teamsters narrowly ratified the concessionary agreement with United Parcel with 52% of the vote.

TDU
Box 10128
Detroit, MI 48210
313-842-2600

UPS Settles Sex-Bias Suit, Agrees To Pay $630,000

By Howard S. Goller
Of the Post-Dispatch Staff

United Parcel Service has agreed to pay about 90 former employees a total of $400,000 to settle a sex-discrimination suit the women brought against the delivery firm.

The company also will pay $230,000 to the former employees' attorneys.

The women formerly worked at United Parcel centers on Jefferson Avenue in St. Louis and in Earth City. Court documents alleged that women had been fired and mistreated on the basis of sex and had been given unfair workloads.

Dan Buckley, a spokesman for United Parcel's national office in Connecticut, said that the settlement was a matter of convenience. He said after the first suit had been filed in January 1980 "all kinds of people just jumped on the bandwagon."

Buckley said several women who joined the class-action suit had resigned and had not been fired. Others were hired only for a rush period such as Christmas, he said.

He said federal audits of United Parcel's employment practices had repeatedly turned up no evidence of discrimination.

But Jack J. Cavanagh, an attorney for one of the women, disagreed. "He's wrong in his facts," Cavanagh said of Buckley's comments. All the women awarded money in the settlement had been discharged by the firm, Cavanagh said.

He said he believed that the settlement involved one of the largest amounts of money awarded to women in a discrimination suit.

In a consent decree signed by U.S. District Judge Edward L. Filippine, the women agreed to drop the suit. They will not ask for reinstatement or apply for jobs with United Parcel in the future, according to the agreement.

United Parcel admitted no wrongdoing or discrimination in agreeing to the settlement. The firm agreed not to discriminate against women in the future, to offer equal training opportunities and to distribute difficult assignments equally.

Secretary Fired By Automaker Has The Last Word — In Court

DETROIT (UPI) — After six years, Cynthia King finally got some respect — and nearly $120,000 — from General Motors Corp.

Ms. King had sued GM after she was fired in 1976 for suggesting that female secretaries be addressed formally, like their male colleagues.

She said that when she had begun working as a secretary for GM's Chevrolet Division, she had noticed that men in the office were called "Mr." while women were called by their first names.

The men's nameplates bore two initials and a last name, she said, while the women's had first and last names.

In a trial that ended Tuesday, Ms. King said her bosses had told her she should never refer to any of the men by their first names, because "it's not the custom." St. Louis Post Dispatch 9/3/82

Using a standard company suggestion form, Ms. King, now 26, protested the practice and asked that it be changed. She got a prompt response: a memo informing her that her nameplate could be replaced if it were broken or lost.

Ms. King then suggested that her objection was not to the nameplate, but the way men and women were addressed in the office.

Two weeks later, on May 17, 1976, she was fired and never got an answer to her second memo.

A jury in Wayne County Circuit Court awarded her $69,985 in compensatory damages and $50,000 in punitive damages, it was learned Thursday. The award could cost GM as much as $200,000 when interest and attorneys' fees are added.

St. Louis Post Dispatch 9/3/82

UPS agrees to pay $630,000 to settle sex bias lawsuit

The United Parcel Service has agreed to pay $630,000 to 104 fired women employees and their attorneys in a settlement of a sex discrimination suit against the company.

The settlement of the class-action suit affects women employed at the UPS Jefferson Avenue center in St. Louis and at its center in Earth City. The payments will be made to women fired from those centers after Dec. 2, 1977.

In a consent decree approved Friday by U.S. District Judge Edward L. Filippine, the firm also agreed not to discriminate against women in the future, to offer equal training opportunities, distribute difficult assignments equally and provide uniform tests for hiring.

UPS admitted no wrongdoing or discrimination in agreeing to the settlement.

The fired women agreed to drop their suit and not ask for reinstatement or apply for jobs with the company in the future.

The suit was filed in 1980 by Arlette Riggs, a UPS driver who was fired in 1978. Other women then joined the suit, which Filippine certified as a class action last year, said Jack J. Cavanagh, one of the attorneys representing the women.

The suit alleged that women were fired on the basis of sex and that they were given unfair workloads. Some charged they were offered favored treatment if they would have sex with supervisors.

The payments to fired employees total $400,000 and range from $400 to $124,800. UPS also agreed to pay the women's attorneys' fees of $230,000.

St. Louis Globe Democrat 9/24/82

UPS Workers Ordered Back on Job

By Kenneth C. Crowe

The United Parcel Service said yesterday that it expects deliveries to return to normal Monday in the New York metropolitan area after a court order temporarily barred a walkout by Teamsters Local 804 that has stopped the flow of packages.

Local 804 posted a $25,000 bond yesterday in U.S. District Court, Brooklyn, as a guarantee that union leaders will obey an order sought by UPS from Judge Joseph M. McLaughlin. The order restrains the walkout until a hearing of the case Monday morning. The walkout, which began Wednesday and continued through yesterday, was described as "illegal" by UPS because of a no-strike clause in the union's contract.

Ronald Carey, president of Local 804, said that continuing ill feelings between workers and UPS supervisors, combined with a determination by the company to deal with the International Teamsters leadership in Washington instead of the local union leaders, were the reasons for the job action by his 4,800 members.

"Since Aug. 10, we've been laying out specific violations of the [union] contract, which they have been aware of and have been waltzing me around on," he said.

Carey said the key issue is "major harassment on the job, trying to get people in situations so they can fire or suspend them."

Feelings were so bitter that Carey ignored a wire that arrived Thursday evening from Teamsters International President Roy Williams ordering the local to send its members back to work.

"I think if he [Williams] is so concerned about Teamsters he ought to get up here and see if he can solve the problems," he said. "It isn't a matter of just violating an agreement," meaning the union contract's no-strike clause.

UPS spokesman Daniel Buckley refused to respond to Carey's remark, saying he didn't want to get into a debate. The company contends that the walkout stemmed from an incident on Wednesday when a driver at the UPS Maspeth center was told he couldn't return to work until a company doctor examined him for a back injury he allegedly suffered while off work during the Labor Day weekend.

Carey said, "A business agent was talking to the guys about the problem [at Maspeth] and a supervisor walked over and said, 'Talk about it off the property.'" Carey said the workers followed that suggestion, sparking the dispute which led to the walkout.

Sept. 1982

UPS Contract Bulletin

Teamsters for a Democratic Union, P.O. Box 10128, Detroit, Michigan 48210 (313) 842-2600 • Bulletin #1, February 1990 X-523

Off Our Backs & Share the Bucks!

Every three years UPS Teamsters get a say in the conditions under which we work. Now is our time to organize and make that voice loud and clear.

During the decade of the 1980s, UPS net profits after taxes exceeded $5 billion—$5,000,000,000! During this same period, our union agreed to concessions that caused UPS Teamsters to fall at least $1.36 an hour behind the cost of living. UPS happily gained a multi-tier wage system, lump-sum signing bonuses, unlimited authority to rail our work, tacit authority except in the best local unions to squeeze out productivity gains, an ever-expanding part-time labor force, and a part-time starting wage frozen at $8 and $9.

Our excellent work and skill have made UPS what it is today. We are chopping the wood and digging the coal that's fueling the corporation's worldwide expansion. This expansion will eventually lead the multinational UPS corporation to another quantum leap in profitability.

Are there any doubts about our right to a fair share of the UPS success story to amend the ripoffs of the 1980s?

The 30 cents an hour and signing lump for three years we got in 1987 should have been an embarrassment to President Jackie Presser and Director Dan Darrow. Instead, they socked it to us on a 47% minority-approved agreement. In 1988, freight Teamsters got 35 cents an hour and carhaulers got 40 cents, and UPS is far more profitable than any freight company.

But a raise is only part of the story. We need a cost-of-living clause (COLA) that adjusts our hourly wages in proportion to the increase in the consumer price index. We don't have that now. We've got an unCOLA whose formula only protects against double-digit inflation; meanwhile, we're losing economic ground, nickel by nickel.

We need protections that can and will be enforced against UPS's productivity [illegible] grievance procedure that protects the innocent and keeps us on the job until UPS *proves* we deserve discipline. We need sizable increases in pension benefits, so we can retire with guarantees that our decades of work provided a lifestyle of dignity after work.

We should hold fast for meaningful improvements in working conditions and retirement benefits. What good are a few extra bucks if our bodies wear out faster from the pace and pressure of our jobs, if we are unjustly fired and strung out for months in the guilty-till-proven-innocent grievance procedure, if we cannot get adequate time off with our families, and if there is no adequate retirement plan?

We need a four-hour guarantee for part-timers—and the creation of more full-time jobs.

The fact is, the easiest and cheapest thing for UPS to throw into this contract is just enough money to buy your vote. You can bet their pencil-pushers are trying to figure out what it will take to buy just 50% plus one vote.

Whether you are a full-timer or part-timer, look at your list of demands, look at our list of national demands and don't sell yourself short. UPS may think it can buy your vote, but can it buy your dignity? By pulling together we can win more.

In the December issue of the *International Teamster,* IBT President William McCarthy said, "We will stand firm for the rank and file's interests and concerns. We will protect the financial and job security for those who work in the parcel delivery industry and for their families, as well. We will deliver a contract that I will have no hesitation in forwarding to our UPS membership for ratification. You have my word on it."

UPSers should pin this up for future reference. [illegible] negotiator Al Barlow must not use the Presser-Darrow standard for judging their accomplishments. The 1991 election for General President and General Executive Board is good reason for a higher standard to be negotiated.

By talking union to all our Teamster brothers and sisters on the street, and through democratic debate on the issues in our union halls, the rank and file members and the leadership of our locals can assure that a much higher standard will be negotiated.

It's time to show UPS *our* sense of urgency for a fair contract!

National Master UPS Demands

- Significant pension/H&W improvement
- Innocent-Till-Proven-Guilty in grievance procedure (as in N. Calif. Rider)
  - Right to go straight to arbitration on discharges (as in W. Pennsylvania)
- Protection against production standards
  - Reforms in grievance procedure as noted above
  - No production standards—No discipline for production standards
  - No discipline for feeder driver's discretion on safe driving speed
  - Limit the number of On-the-Job Supervision rides
- Restore cost-of-living clause (as in 1979-82 contract)
- Wage increases in pay scale—*Dump the Lump* sum bonus
- Equal Pay for Equal Work
  - Eliminate two-tier wage scales
  - Raise starting wage for part-timers
  - Full-time, full-wage jobs in Air Operation
- More full-time jobs
- Protection against railing, drop loads moved by brokers, and subcontracting of all kinds
- *Void Incentive Plans during negotiations where locally desired by affected members*
- Four-hour guarantee for part-timers and the right to bid all jobs before hiring off street
- More time off
- Safeguard and enforce meal periods
- Eliminate no strike clause
  - Local unions to have right to strike over habitual contract violations

Contract Must Provide Better Pension Benefits

Our pension benefits are an important part of the compensation we receive for working, a part of our contractual pay that we agree to receive after retirement. A decent and dignified retirement is a right of every working person, especially after giving 20 or 30 years to a super-profitable corporation like UPS.

UPS Teamsters across the United States have placed pension and health and welfare benefits among their top priorities for the 1991 contract. Independent "pension improvement committees" have formed in many areas, and used a variety of imaginative tactics to get the pension benefits we deserve.

Now we can use our most important tool for pension improvement: Majority Rule on our contract vote. Company and union officials can no longer band together to force a contract on us based on approval by less than half the voting members. If the 1990 UPS-Teamster contract does not provide our retirees with the decent benefits they've earned, we can *Just Say No.*

In fact, we can and should receive in advance, in writing, exactly what pension benefit improvements will be put in place with this contract, before we vote. The Central States Pension Fund has done this routinely for freight Teamsters, who have received with their ballot written statements of changes in pension benefits. So it is possible to give us this information, and we deserve nothing less.

Study Shows Demands Reasonable

A major independent actuarial study of the Central States Pension Fund shows that our demands are reasonable and that with a modest increase in employer contributions, we can get a major share of what we need: For an increase of just 27 cents per hour, each year for three years, we can get all of these improvements:

1. 30-and-out, any age, $3,000-per-month pension; 2. 20-year, age 60 pension at $1,250; 3. 100% Joint and Survivor benefit, with no reduction in benefit earned. (Your spouse gets your full pension if you die first.)

Other pension funds, such as the Western Conference Pension Trust, which is fully funded, should be able to provide similar improvements. All UPSers get similar contribution rates into our funds and should demand parity in benefits. These major improvements can be put in place, and will be put in place if we demand them.

Demands for Pension Improvements

- $3,000, 30-and-out at any age
- $2,500, 25-and-out
- $2,000, 20-and-out
- 100% survivor benefits for surviving spouse
- 100% health coverage—No forcing retirees to pay for benefits
- Cost-of-living increases on pensions
- Disability pay based on accrued benefits
- All UPSers in Teamster pension plans and reciprocity between Teamster plans and UPS part-timers plan
- Reform the re-employment rule in Central States Pension Fund

Note: These are the national demands adopted by UPS Teamsters for this contract, for all pension plans, based on petitions signed by 30,000 Teamsters in the Central States area, 15,000 in the Western Conference, unanimous approval at a meeting of regional and local pension movements in the East and Central on May 13, 1989, and approval of UPSers at the TDU Rank & File Convention, Nov. 11, 1989.

Teamsters for a Democratic Union
P.O. Box 10128
Detroit, Mich. 48210

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Equal Work, Equal Pay!

"Tell them (the rank and file) not to worry ... it will not affect those already working."

That's how the late Teamster President Jackie Presser told local officials to justify a two-tier deal to freight Teamsters in August 1983. One month later 200,000 freight Teamsters rejected that Relief Rider by an incredible 8-to-1 margin.

UPS Teamsters are stuck with a two-tier contract based on concessions given in 1982. In our 1990 contract, we have a chance to change this situation.

End Two-Tier Wages

A two-tier contract is a union-busting concession that corporations love. Instead of the union principle of *equal pay for equal work*, it is based on the corporate principle of *divide and conquer*. Two-tier contracts set up what are basically non-union wages for part of the workforce under union contract, leaving the rest at union scale.

Part-Timers—Full-Timers

The worst two-tier (really a multi-tier) deal is for part-timers. The only part-timers who make full union scale are those hired prior to July 2, 1982. But by now it is estimated that UPS has weeded them down to less than 10% of the part-time workforce.

Depending on a part-timer's date of hire on or after July 2, 1982, there are five additional part-time wage scales. These workers will never reach union scale! To even reach the top of his or her particular tier a part-timer must stay with UPS four years after seniority date. Also to be considered are the starting wages of $8 and $9, which haven't been raised since 1982!

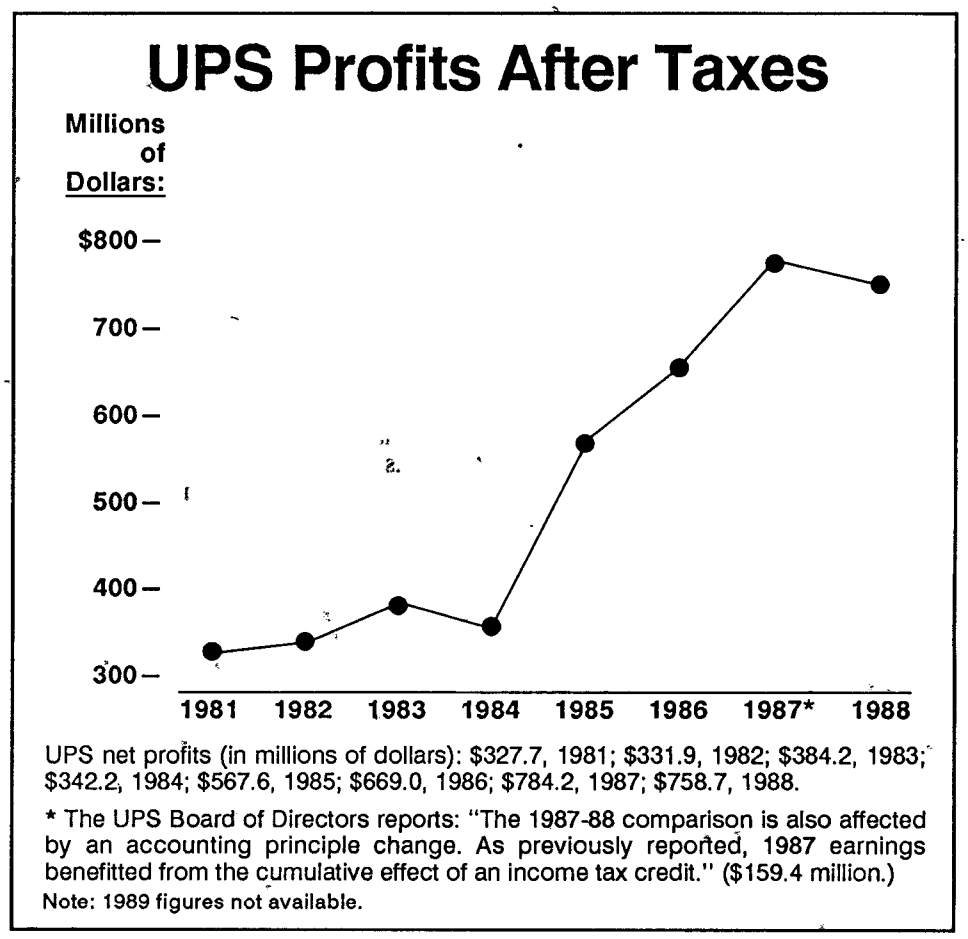
New full-timers start out at 70% of union scale and then make union scale two years after seniority date. Presser stuck freight Teamsters with the same deal in 1985 but in 1988 they organized during their contract negotiations to see that it was greatly improved. It now starts at 85% and reaches full scale at 18 months.

UPSers have one of the worst two-tier concessions in the Teamsters union, though we work for the largest, most profitable employer. We should aim to eliminate this concession now.

Would you wear a T-shirt to work that says, "Get rid of me and save $17,000 in labor costs?" Probably not. But that is about what UPS saves in wages when a full-time driver is pressured to quit or is fired, and is replaced with a 70% new hire.

With part-timers the situation is worse, as they never catch up and there's a steady rate of turnover. Part-timers have less motivation to be part of our union and to stick together with full-timers when they have been made second-class members.

"Equal pay for equal work!" is a fair demand, a union demand and one that can unite all UPS Teamsters—full-timers and part-timers. It is a demand that can be won in 1990.



UPS net profits (in millions of dollars): $327.7, 1981; $331.9, 1982; $384.2, 1983; $342.2, 1984; $567.6, 1985; $669.0, 1986; $784.2, 1987; $758.7, 1988.

* The UPS Board of Directors reports: "The 1987-88 comparison is also affected by an accounting principle change. As previously reported, 1987 earnings benefitted from the cumulative effect of an income tax credit." ($159.4 million.)

Note: 1989 figures not available.

Parity With N. California: *Innocent-Till-Proven-Guilty*

Reform Grievance Process to Gain Justice, Protection From Harassment

For most UPSers who are suspended or fired, the grievance procedure assumes our guilt until we prove our innocence. The chilling effect this leverage has on us is considerable, and it weakens our union. UPS uses this backward grievance procedure to intimidate rank and file Teamsters into accepting unfair productivity standards and backing off strong enforcement of our contract at the local level. It doesn't have to be this way. We can negotiate fairer procedures, and Teamsters in Northern California prove it.

The Northern California Package Rider sets the existing standard for a fairer grievance procedure. Northern California UPSers are considered innocent and continue to work until UPS *proves* their discharges should be upheld at the grievance panels.

Article 7, Section 4 states that except in those extreme cases where UPS may jump to immediate discharge, such as theft or intoxication on the job, "an employee to be discharged shall be allowed to remain on the job, without loss of pay, unless and until the discharge is sustained under the grievance procedure." Suspension cases are handled similarly.

"The worker remains on the job until such time as the company proves they're guilty through the grievance procedure," said Oakland Local 70 steward Doak Jones, a member of the UPS Committee of TDU. "Rarely is anyone discharged. If it deadlocks at the panel, it goes to arbitration and the worker still remains on the job.

"UPS can take you off the job for stealing time, just as they can anywhere else, but they know if they are wrong they'll have to pay and that makes them very careful," he said.

UPSers should reject a contract that does not include *Innocent-Till-Proven-Guilty*. Solidarity on this issue will protect conditions in Northern California, which we expect UPS to continue to attack.

"They tried to go after it in the last contract," Doak said. "Obviously, the company would like to get rid of it. They'd like to have the leverage of the fear factor that they have in other areas."

It's time to demand parity with Northern California. The burden of proof in discipline should be on UPS.

Also, language written into the last contract on over supervision and coercion must be strengthened with an unequivocal statement that our union does not recognize production standards, that a fair day's work varies with conditions, and that no discipline will be allowed for productivity. A limit must be placed on the number of rides management may give a driver. Feeder drivers must be allowed to use their discretion on the safety of driving 65 mph, based on conditions.

Air Operation, Hubs, Centers

More Full-Time, Full-Wage Jobs

UPS can't seem to get and keep enough part-timers to do the job. Supervisors scour college campuses. Employment agencies search the inner cities. The new hires come in droves—and they don't last long. UPS in some parts of the country is even offering bonuses and tuition reimbursements to new hires. It's not that there's a labor shortage. The problem is UPS pays too little, gives part-timers too few hours, and treats them like cogs in the Big Brown Machine.

But suppose this wasn't designed as a dead-end job. Would it be hard to find enough people if the jobs paid $14 to $16 and there was plenty of opportunity to advance to full time?

When UPS first started using part-timers in the mid 70s, the company claimed part-timers would be doing work that could only be done on a part-time basis, such as unloading pickups. The union went along, realizing that the influx of part-timers meant an influx of initiation fees.

In most parts of the country UPS proceeded to eliminate full-time inside jobs and hire new part-timers at a pay rate less than 60% of the top part-time rate. Most part-timers do not realize their jobs took the place of what used to be full-time work, and they are making $6 to $8 less per hour than the rate UPS pays some senior part-timers doing the same work. Only in the East are there still thousands of full-time inside jobs.

What Part-Timers Want

Part-timers want the same thing everybody wants: a good living wage, a job where they are treated with respect, and a chance to move forward in life. This means:

1. An end to the "mega-tier" wage scale and a return to the basic union concept of *equal pay for equal work.*

2. An opportunity to move to full-time work, if desired. It is a myth that all part-timers are students working their way through school. Many hired on as part-timers because that is the only job UPS offered.

Part-Time—Full-Time Solidarity

With UPS net profits clearing $758.7 million in 1988, the money exists to end the "many tears" wage scale. UPS also can move part-timers to full-time work.

The UPS contract is inadequate for full-timers. It is worse for part-timers, and UPS will use one group against the other. A good UPS contract in 1990 is not possible unless part-timers and full-timers unite to meet the needs of both groups.

John Braxton
Local 623, Preloader
Philadelphia

The two-tier wage deal costs a new part-timer about $4,500 each year. UPS has the money to pay part-timers full union scale if we use our vote intelligently. This means joining together with other part-timers and organizing with full-timers around demands that affect us all.

Last Year You Lost 43 Cents Per Hour in Wages

Time to Restore COLA to Our Contract

"For the next contract, it will be better to have our wages tied to the Consumer Price Index so we can be protected from runaway inflation."

—IBT Chief Economist Norman Weintraub, quoted in Wall Street Journal, March 7, 1989.

Inflation for the year 1989 was 4.5%, according to the U.S. Bureau of Labor Statistics. For a package car driver making $16.24 (a typical rate), this means you needed to gain 73 cents per hour just to maintain the same level of buying power. You got a raise of 30 cents during this time, so you lost 43 cents per hour in real wages in just one year. A similar loss in your standard of living occurred in 1988.

During the 1980s, UPSers lost more than $1.36 in hourly wages due to the loss of a real cost-of-living-allowance clause (COLA) in our contract. Inflation has been simmering on low for about a decade, but now is heating up and UPS employees are feeling the fire in our wallets. If inflation continues to heat up, as many economists project, it will get worse.

This is why our major economic demand in terms of wages should be to restore the COLA to our contract. All we are demanding is exactly what we had in the 1979-82 National Master UPS Agreement, but which was given away in the 1982 deal, bargained in the era of concessions.

This clause would replace our present Article 33, with a real COLA clause. It includes these features:

- COLA adjustments in wages made every six months
- For each .3 rise in the Consumer Price Index (CPI-W), we get a 1-cent raise in wages
- No cap or limit on the adjustment

The CPI-W is the standard measure of inflation. It was set at 100 in 1967 and as of December 1989 was 371.1. It went up 16.1 points during 1989, and our COLA would have paid us 1 cent for each .3 increase. This clause would have adjusted our wages by 54 cents in 1989, and 52 cents in 1988, if we had not given it away in 1982.

A COLA clause is inherently fair because it ties our wage level to inflation. If our costs—such as food, housing, clothing, gasoline and college tuition for our kids—are rising fast, our wages will adjust. If prices are not going up much, neither will our wages go up much. UPS rates go up with inflation, so our wages should, too.

Keep in mind that the COLA clause we are demanding, and which we already had but gave away, is not ideal by any means. For example, a million autoworkers enjoy a much better contract clause, which adjusts four times a year and provides 1 cent for each .26 point increase in the index. Therefore, our demand to restore the cost-of-living clause is a minimum we must have to ratify a new contract in 1990. The chief economist of the Teamsters union agrees with us.

So let's use our power of Majority Rule to *Dump the Lump* and *Just Say No* to any contract that doesn't have a COLA clause at least as good as the one we already had.

You can get inflation figures by calling the Bureau of Labor Statistics at (312) 353-1880. Ask for the Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (Revised Series 1982-84) All Items (1967 = 100). You can get a copy of the 1979-82 UPS agreement COLA clause from the TDU national office.

Richard Black
Local 928, Feeder Driver
Atlanta

UPS and some union officials are saying a No vote on the contract will result in a strike. It seems they would offer the membership a one-shot, take-it-or-leave-it contract, no doubt to undermine and weaken Majority Rule. If this is true, I suggest the negotiators had better present the membership with a very favorable contract, or UPS will be faced with a bitter strike and our IBT officials will be faced with losing their jobs after the election in 1991.

Feeders Say:

Stop Pigging Our Work!

Hundreds of feeder runs have been lost throughout the UPS system to railing and drop-load agreements with shippers. Article 26—Competition—is completely swamped and outclassed as a means of contract protection. UPS Teamsters need a union program that combines stronger contract language and coordinated enforcement among the locals, conferences and the International union.

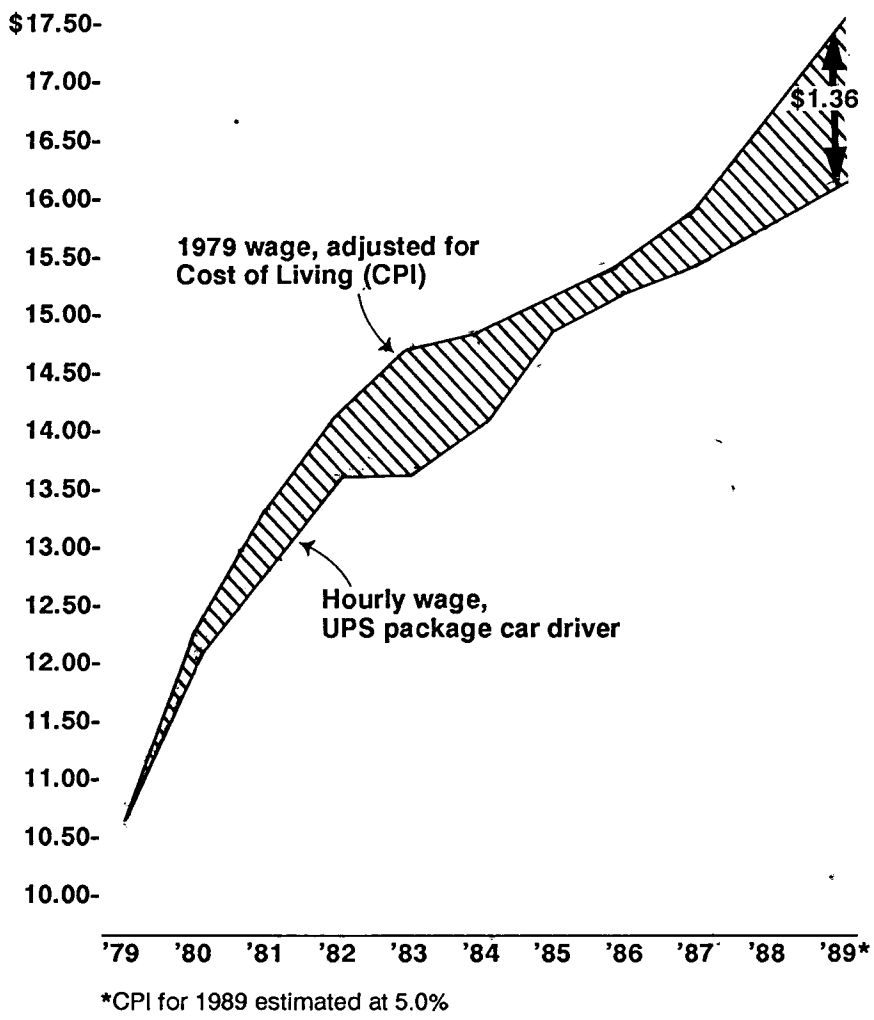
A starting point for negotiating new language can be found in the National Master Freight Agreement, Article 29, Section 1 (a):

"An Employer shall not use piggy-back ... over the same route where the Employer has established relay runs or through runs, except to move overflow freight. If a driver is available (which includes the one (1) hour period of time prior to end of his rest period) at point of origin when a trailer leaves the yard for the piggy-back ... such driver's run-around compensation shall start from the time the trailer leaves the yard. Available regular drivers at relay points shall be protected against run-arounds if a violation occurred at point of origin. The Employer shall not reduce the road driver complement at the point of origin for the purpose of creating an overflow of freight to avoid the application of this Section."

It's high time for more sophisticated protection against railing and subcontracting in our contract.

Wage Erosion 1979-'89 UPS Full-time Employee

How your real wages are $1.36 less than 10 years ago



*CPI for 1989 estimated at 5.0%

Why We Should *Dump the Lump*

Lump-sum bonuses are part of a management strategy to eventually pay non-union wages in a union shop. The first of these strategies was the negotiation of the two-tier wage scale, which established non-union wages for part of the workforce. The second stage of this assault on our real wages was the lump-sum bonus.

The $1,000 for full-timers and $500 for part-timers is not really a bonus at all—it's a delayed wage increase that does not add to our base wage. It's not something extra, but rather money we earned by our hard work. UPS has had the advantage of sitting on this money all year while it earns interest for UPS management and shareholders, instead of for those who actually did most of the work.

In addition to being delayed, it's a lousy wage increase because it doesn't accrue and build our base wage as an hourly increase does. As a result, our real wages suffer even during this period of mild inflation. For example, the $1,000 bonus is considered the equivalent of 50 cents per hour. But three such bonuses during a three-year contract equal $3,000; three 50-cent increases in hourly wages is $7,410 (assuming a 45-hour week)—a difference of $4,410!

A smaller and smaller portion of UPSers remember that we used to get a cost-of-living raise twice each year in addition to an hourly raise. New hires used to catch up to the top rate of pay three months after seniority.

Next time somebody tells you they can't wait for their bonus, make sure they know that UPS is laughing all the way to the bank when they write the bonus checks. Let's not be enticed by a lump-sum bonus on the next contract. We want our wages in the hourly rate and a real cost-of-living-adjustment clause. *Dump the Lump!*

We Can Turn the Tables!

UPS Uses Fear of Strike to Divide Our Union

If we are to achieve our true potential in these negotiations, one of the biggest obstacles we have to overcome is fear. If UPS can successfully divide us through scare tactics, it can come that much closer to getting the least-best contract approved. UPS knows this, which explains why managers and supervisors prey on us with comments aimed at building the fear factor.

How many UPSers already have heard some version of the following?:

1. If you vote No, you'll be out on strike because that's the only offer the company's going to give you.

2. A strike will cause UPS to lose important accounts that it will never regain and your job security will be threatened.

Such comments are a result of the company's own fear of the rank and file's power. Let's examine them more closely.

First, it's important to understand how Majority Rule will work. If 50% plus one of the UPS Teamsters eligible to vote on this contract return a valid ballot, then the vote will be judged on Majority Rule. (If less than a majority of eligible members cast a vote, the old two-thirds rule will be in effect.) We feel confident that more than a majority of UPSers will cast valid ballots—in 1987 better than 60% voted—nevertheless, it is another good reason to vote, to protect Majority Rule.

If a majority of those voting vote No on the contract offer, that majority rejection would "authorize a strike without any additional vote being necessary for such strike authorization," according to the IBT Constitution (as amended Oct. 17, 1988).

The key word is *authorize*. Our union negotiating committee would be authorized to call a strike, and it may. But it does not mean a strike would inevitably be called. The national carhaul negotiations in 1988 is a good example.

The carhaul employers made a so-called "Final Offer" to our union negotiators, who presented the proposal to a vote of some 20,000 Teamster carhaulers nationwide. The carhaulers rejected the proposal by 72%, thus authorizing a strike. Did our Teamster negotiating committee call a strike? No.

A No vote does not mandate a strike—it rejects the first offer and directs further bargaining as well as authorizing a strike. Only the IBT leadership can call a strike, which could be selective or nationwide.

A work stoppage is the UPS board of directors' worst fear because it would have an even more devastating effect on revenue and profits than a fair contract.

Even though the carhaul employers had said it was their final offer, when push came to shove they did not want a strike and went back to the negotiating table for almost two months while carhaulers continued to work under an extended agreement. The next proposal was greatly improved and was approved by a majority.

What other leverage do we have against Buster Brown except our Teamster power? And what is the basis of that power? The rank and file's willingness to tell Uncle Buster, "This ain't good enough."

After the rejection of an offer, it is entirely up to our negotiating committee—not UPS—whether or not to call a strike, and if so, how that strike will be conducted. Many members envision a strike as a nationwide walkout. But that is only one of many strategies. Another strategy would be to target air hubs and key distribution hubs in major cities. A small strike assessment could be levied on the rest of us who are working, to supplement the strikers and those temporarily laid off due to these pinpointed work stoppages.

But let's get back to the second UPS threat, involving job security. UPS knows union members are concerned about the effectiveness of strikes. It knows you have a house payment, a car payment, a family. But let's turn the tables. A work stoppage is the UPS board of directors' worst fear because it would have an even more devastating effect on revenue and profits than a fair contract. At the least it would cost UPS millions of dollars a day. At worst, it could affect market share, expansion plans and the AAA rating of its bond issues.

It could be said that by striking, the union would be shooting itself in the foot. But by forcing a strike, UPS would be shooting itself in the stomach. UPS's strong desires for continued high profitability, its reluctance to be in the public eye, and pressure from rank and file Teamsters could compel further contract talks after rejection of a proposal.

Consider this: if you were UPS would you make your so-called "Final Offer" your best offer? Or would you hold back to see if you could first get a majority of UPSers to vote Yes on an inferior contract? Rank and file UPSers must be prepared to reject at least one offer before the best possible agreement may emerge.

Connie McArthur
Local 174, Feeder Driver
Seattle

One of the more distressing things I've observed when talking with UPSers around the country is an attitude of: "It doesn't matter what we get in a contract if the local union won't enforce it." I believe a leave of absence for union activity in our national contract language is essential. It would greatly encourage caring UPSers to run for local office because it would ensure not only that they would have a job to return to at UPS, but that their seniority and benefits would remain intact.

What You Can Do to Organize For a Better UPS Contract

The success of contract negotiations will largely depend on the solidarity that rank-and-file UPS Teamsters build during the coming months. Our union negotiators and UPS will be listening. Here are some suggestions on what you can do to help now:

- **Distribute UPS contract bulletins.** Information is power and it encourages democratic debate. TDU will be publishing regular contract bulletins, in addition to *Convoy Dispatch,* our national newspaper, throughout the negotiations to keep rank and file UPSers informed. Your help is needed to spread the word about contract issues and what's going on in negotiations. Contact the TDU national office to receive a supply of each bulletin.
- **Attend your local union meetings.** Whether they are general or craft meetings, encourage officers to make room on the agenda for discussion of contract issues. With our locals backing our demands we will be even stronger.
- **Organize your own pre-work meetings,** and use breaks and meal periods to talk contract with other UPS Teamsters. If you are a full-timer, make an effort to talk to part-timers and welcome them into our campaign to benefit all UPS Teamsters.
- **Hold a TDU contract meeting in your area.** Contact the TDU national office for help in getting a meeting organized.
- **Join TDU and ask others to join.** We must continue to build our rank and file movement to work toward a better contract and meaningful elections of our union's top officers in 1991. Your support makes a difference and increases our capabilities to publish and distribute more bulletins and *Convoy Dispatch.*

Please Distribute

Copies of this bulletin are available from TDU. You have the right guaranteed by federal law to possess and distribute this bulletin during non-work times in non-work areas. Should anyone interfere with your rights, call the TDU national office in Detroit: (313) 842-2600.

TDUers believe an informed and active rank and file will build the solidarity and strength needed to win the best possible contract. TDU will be publishing regular updates on contract news throughout negotiations. Our union negotiating committee and UPS will soon be exchanging contract proposals. Support the organization that's working to bring all UPS Teamsters—full-time and part-time—together for victory.

JOIN TDU

TDU MEMBERSHIP APPLICATION

Name _____ Local _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Company _____

❑ Package car ❑ Feeder ❑ Inside Other _____

❑ I would like to distribute UPS Contract Bulletins.

____ $30 one year membership fee and subscription to *Convoy Dispatch*
____ $75 three-year membership fee
____ $15 for spouses, retirees & Teamsters grossing under $12,000 a year.
❑ Check or money order ❑ Cash
❑ Mastercard/VISA # _____ Exp. date ____/____

Date _____ Signature _____

Return to: TDU, Box 10128, Detroit, Michigan 48210
(TDU membership is kept confidential from employers and union officials.)

We Have Many Factors in Our Favor

UPS Scare Tactics Will Backfire

Nobody wants a strike. It's a hardship all parties would gladly not have to face. Yet our collective bargaining power rests on our ability to shut UPS down. We are all aware of the aggressive "replacement worker" strategies of employers during the 1980s. But we must also look at the multitude of factors that in these 1990 negotiations are on our side.

An April 16 *Business Week* article, "Wrong Time for Scare Tactics," reports, "The tactic seemed to work for several companies in the mid-1980s. But with 5% unemployment and labor shortages spreading across the economy, it isn't so easy to find even moderately skilled workers."

Despite any smoke our supervisors may try to blow at us, UPS top management is not planning to try replacements in the event of a work stoppage. They are well aware that hiring and training 140,000 skilled replacements would take far, far longer than any strike would last. Kent C. Nelson, UPS chairman and CEO, states in his introduction to the 1989 UPS annual report that reaching an agreement with UPS Teamsters is a "major priority" (see page 2).

Another scare tactic being used is that we will lose our jobs due to loss of market share in a strike. This is just more smoke. Consider the facts. Some competition works in our favor. UPS has spent hundreds of millions of dollars to build up market share in the NDA operations. Even a tiny loss of share would be costly, and that is a major reason why the UPS board of directors wants to avoid a strike.

Consider just how dominant UPS is in this industry. The *Wall Street Journal* reported Feb. 13 that "little Roadway Package System ... has an estimated 2% to 3% share of the small-package ground market." How much can RPS gear up to handle our work and keep it? Even if RPS could double capacity it would only amount to some 6% of the ground market. What about their service? It's a joke on the street.

The Postal Service will pick up considerable ground volume and has said it is willing to improve pick-up service in some areas. But Postal Service facilities are swamped during peak season as it is. The same article quotes a marketing analyst: "Nobody's complained about UPS service but that can't be said about the post office." A shipper in San Diego who canceled his UPS account the day after the rate increase, reinstated it the next business day, saying, "They're the only game in town," given UPS reliability.

Off Our Backs & Share the Bucks!

Scare tactic number three, "You'll only get one offer and can take it or leave it," is illegal, violating the duty to bargain that employers and unions have under federal law. If a contract is rejected, the parties must by law return to the bargaining table.

We are bargaining with the richest Teamster employer and one of the most profitable U.S. corporations. We have Majority Rule and the Right to Vote for our International union officers, with the election just one year after this contract is settled. With all of these factors going for us, now is the rank and file's time at UPS. We may never have so many levers to use simultaneously in our favor again.

To ensure the best possible (and fair) contract, we must be willing to vote No on a first offer that doesn't measure up. This could immediately send negotiators back to the bargaining table, which would be preferable. A rejected contract also would *authorize* our union negotiating committee to call a strike. We must face the risk and be ready to strike by putting some money aside each week, deferring major purchases, and building understanding and solidarity among all UPSers, part-time and full-time.

UPS Committee of TDU

Steven Baudo, Local 344
Milwaukee

Richard Black, Local 928
Atlanta (404) 422-1438

John Braxton, Local 623
Philadelphia (215) 724-1571

Dan Campbell, Local 486
Saginaw, Mich. (517) 348-3091

Steve Cox, Local 519
Knoxville, Tenn.

Steven Dachs, Local 804
New York City (914) 357-4490

Gregory Dickerson, Local 773
Allentown, Pa. (215) 776-0974

Joseph Duvall, Local 162
Portland, Ore. (503) 245-1396

Don Farrow, Local 413
Columbus, Ohio

Mark Franks, Local 71
Charlotte, N.C. (704) 563-1415

Jerry Gaimari, Local 404
Springfield, Mass. (413) 659-3012

John Henley, Local 20
Sandusky, Ohio (419) 625-7517

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Shelley A. Jesses, Local 612
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Jackie Jenkins, Local 891
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Brian Hub McCauley, Local 238
Iowa City, Iowa

Vincent Meredith, Local 89
Louisville (502) 366-9646

Jim Moody Local 542
San Diego (619) 428-3950

Michael Savwoir, Local 41
Kansas City, Mo. (816) 363-7060

Jerry Simon, Local 20
Sandusky, Ohio (419) 588-9575

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Dave Tannenbaum, Local 804
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Dan Winczewski, Local 162
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Jim Withrow Local 355
Baltimore (301) 335-7629

Lou Woodward, Local 79
Tampa (813) 392-6324

Jake Workman, Local 150
Sacramento (916) 656-2144

JOIN TDU

TDU MEMBERSHIP APPLICATION

Name _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Local _____

❑ package car ❑ feeder ❑ inside other _____

❑ $30 one year membership
❑ $75 three year membership
❑ $15 spouses; retirees; those grossing under $12,000 a year

❑ I would like to help distribute UPS Contract Bulletins.

❑ Check or money order enclosed

❑ Mastercard/Visa # _____

Exp. date ___/___ Signature _____

RETURN TO: TDU, BOX 10128, DETROIT, MI 48210

UPS Contract Bulletin

Teamsters for a Democratic Union, Box 10128, Detroit, Mich. 48210 (313) 842-2600 • #2 April 12, 1990

Union Contract Demands a Good Start

UPSers Say It's Payback Time

Our grass-roots organizing is having a major impact on contract negotiations. All rank and file UPS Teamsters should take this as a sign to keep up the pressure for the best contract ever. Master and supplemental contract proposals submitted by union negotiators show they are listening to the rank and file. There are a number of areas where the proposals fall short, but in general they are good—in some articles very good—and include many of the demands raised by the UPS Committee of TDU, our UPS contract survey, and other rank and file activists at contract meetings.

Highlights of Union Proposals Inside

National negotiations began March 6 and 7, continued the week of March 26 and are scheduled to resume April 16. One union source says talks "are moving along into the steak and eggs of it." Another says UPS's own contract demands are "not earth-shattering" and that UPS is trying not to be provocative. The implication is that UPS does not want to propose anything too drastic in these negotiations for fear that the rank and file will get riled up. We will continue to watch closely for the corporations' own wish list.

Hints of Early Settlement

Hints of an early settlement have surfaced on both sides of the table. One member of the union's national negotiating committee reports that there could be a tentative agreement to vote on by June. Management form letters have been circulated regarding an early settlement, too. While this is only one of many possibilities, UPSers should be prepared nonetheless.

The UPS memos ask management to tell Teamsters during prework communications meetings: "Both UPS and the Teamsters agree that it will be in the best interests of UPS and Teamster UPSers to get the new labor agreements negotiated and ratified long before the July 31 expiration date."

The best interests of Teamster UPSers will be served by a contract that includes gains in pension benefit improvements, working conditions, the grievance procedure, and keeping pace with the cost of living. We sacrificed during the 1980s and UPS reaped great profits. We deserve a fair contract that makes restitution, and more.

The union's national contract demands are a starting point. They include Innocent-Till-Proven-Guilty in the grievance procedure; more full-time, full wage-rate jobs in the Air Operation; and a four-hour guarantee for part-timers. There are proposed changes in language on railing, subcontracting and production harassment that are a good start but could go even farther toward protecting our work and conditions.

Monetary demands are not specified in the documents. However, at the February "two-person committee" meeting of union officials and BAs in Chicago, IBT President William McCarthy said the union was proposing $1-$1-$1 during the three years of the contract. Sources say the union is proposing cost-of-living adjustment (COLA) language similar to the 1979-82 contract. What the union proposes to do about the two-tier wage scale is unclear.

Keep Up Rank and File Pressure

It's up to us to make sure that these good proposals stay on the table and the weak ones are improved. Nothing is set in stone at this point. Our union's own proposals state: "These negotiating proposals are subject to such revision, modification and deletion as the Teamsters National UPS Negotiating Committee may determine from time to time. The committee reserves the right to submit additional proposals as the circumstances may warrant during the process of negotiations."

We should keep doing what we've been doing and do more of it: distributing contract bulletins; talking contract and union during breaks on the job and at union meetings; and building solidarity among part-time and full-time UPS Teamsters. This rank and file activity will continue to send the strongest possible message. As one UPS Teamster sums it up for members nationwide, "It's Payback Time!"

Please Copy & Distribute

You have the right guaranteed by federal law to possess and distribute this flyer during non-work times in non-work areas. Should anyone interfere with your rights, call the TDU national office in Detroit: (313) 842-2600.

DON'T LET THIS HAPPEN!

FULL-TIME—PART-TIME SOLIDARITY

National Master UPS Agreement

Highlights of Union's Initial Proposals

At the beginning of this roundup are proposals made by TDUers (in italics) compared with the proposals our union submitted to UPS in negotiations. A summary of additional union proposals follows. (TDU proposals resulted from our national survey and a vote at our TDU Rank & File Convention last fall.)

TDU: Significant pension/H&W improvement. Union: Not specified in proposals.

TDU: Innocent-Till-Proven-Guilty in grievance procedure, as in Northern California Package Rider. Union: Same proposal.

TDU: Protection against production standards: the union does not recognize production standards, there shall be no production-related discipline, no discipline for feeder drivers' discretion on safe driving speed, limit the number of rides. Union: Management shall not ride more than one day per quarter, no more than one OJS every six months; and proposals in some supplements.

TDU: Restore Cost-of-Living Adjustment (COLA) as in 1979-82 contract. Union: Not specified in proposals, but understood this is on the table.

TDU: Wage increases in hourly rate. Dump the Lump sum bonus. Union: Not specified in proposals, but understood wage proposal of $1 each year of three-year contract is on the table.

TDU: Equal pay for equal work: eliminate two-tier; raise starting pay for part-timers; full-time, full-wage jobs in Air Operation. Union: Similar Air Operation proposals; others not specified.

TDU: More full-time jobs. Union: Annual bid for full-time jobs, but no change proposed in Article 22, Section 3 on forming full-time jobs; employees covered by contract is expanded; proposal (above) in Air Operation; proposals in some supplements.

TDU: Protection against railing, drop loads moved by brokers, and subcontracting of all kinds. Union: "Laid off" in Article 26 defined as laid off in feeder classification; any trailer moved by UPSers on the ground shall be moved to destination on the ground; no TOFC within any 500-mile radius; all loads originating on ground shall be processed and transported by UPSers; TOFC from rail ramps to yard or hub is bargaining unit work; brokers to drop trailers in yard and UPSers shall hostle and load; some improvement in subcontracting language, including "no subcontracting during life of this Agreement."

TDU: Void Incentive Plans where locally desired by affected members. Union: Not in national proposals.

TDU: Four-hour guarantee for part-timers and the right to bid all jobs before hiring off street. Union: Status quo on two part-time for every one outside hire, except in some supplements; four-hour guarantee in many supplemental proposals.

TDU: More time off. Union: Proposals in supplements.

TDU: Safeguard and enforce meal periods. Union: Proposals in supplements.

TDU: Eliminate no strike clause: local unions to have right to strike over habitual contract violations. Union: Proposals in some supplements.

Other Highlights

Union-building proposals: Lesser conditions in supplements or riders superceded by master; maintenance-of-standards clause; employer to provide information to union on new-hires within seven days; stewards may leave work areas to investigate and process grievances; in suspension or discharge cases, employer shall not proceed with any interrogation until union rep provided, unless employee waives such "Weingarten rights" in writing; right to strike after deadlock at National Committee.

Equipment and safety: Reinforcement of "Whistleblower" protection for feeder drivers; journeyman mechanic to release red-tagged vehicles; lead trailer to be heaviest; verticle exhausts; counter-balanced dollies; power vents in package cars; paid training on toxics, and more.

Part-time: Those with six-months seniority may bid vacancies and new permanent jobs on different shift, except during peak season.

Change of operations: Improvements on following work, moving expenses paid in full beyond 50 miles, 60-day lodging for two people, and more.

Air Operations: Use laid-off and/or full-time employees as special air drivers before part-timers; post air-qualified list and use specified calling procedure; consecutive five-day workweek, four-hour guarantee (with 10-minute break) and premium pay before start time in air hub; full-time benefits for air express employees who work more than 25 hours per week; highest rate of pay used to compute vacation pay, etc., on combination jobs.

Miscellaneous: Further protections on loss and damage, and calls for any individual agreements prior to a hearing with local union to be void. Leave for drivers who fail CDL test. Pay differential for National Guard duty. Paternity leave increase to two weeks. Company must renegotiate for economic compensation if it indicates need to raise 70-pound weight limit.

Pre-Tax Profits Top $1.2 Billion in '89

A review of the just-out 1989 annual report of UPS and subsidiaries shows graphically why we are in an excellent bargaining position this year. Revenue, customers, pre-tax profits, investments and salaries to supervision are all up by healthy amounts over the previous year.

Revenue is up 12.0% in one year, to $12.357 billion, with operating profits up 13.0% to $1.215 billion. Both are record levels. After-tax profits were $693 million, slightly less than last year due to an accounting switch that caused a 55.7% increase in taxes. Delivery volume increased 5.3%.

Looking at rates charged, supervisor salaries and bonuses, and Teamster wages shows an interesting disparity. Ground service rates went up 4.9% and NDA package rates went up 5.0%. This money did not go to UPS Teamster employees. Our wages increased only 1.9% (30-cent raise, and no cost-of-living adjustment), and with benefits included, approximately 2.5%, far less than increases in rates.

Overall, the annual report, which went out to all shareowners (management), presents a very favorable picture of growth and prosperity. Modernization, expansion into international markets, and increased market share in the United States are highlighted. When UPS made its first public offering of taxable bonds in December, all $700 million issued were quickly sold.

A lesson for all Teamsters is contained in the comments of Kent C. Nelson, UPS chairman and CEO, referring to the current negotiations: "One major priority ... is the labor agreement with our employees who belong to the Teamsters Union. Without that agreement, which we hope will be ratified before the end of our current contract in July, we will not be able to provide service to our customers. If we cannot meet our first corporate objective—fulfilling a useful economic purpose—none of the other priorities will matter very much."

We should take that message to heart—especially if you hear a supervisor say UPS can operate without us. We have bargaining power, and can use it wisely to get a fair agreement that meets our needs. And that power begins with our Majority Rule vote, and our ability to reject a first offer.

See May *Convoy Dispatch* for a complete report.

Summary of Proposals in Five Supplements

Space does not allow adequate coverage of all the supplemental proposals. Following are brief notes of some initial proposals in the five largest supplements.

Atlantic Area

Delete free period. Extensive seniority proposals, including all full- and part-timers may bid on vacancies at any facility within their local, and dovetail; feeder cover jobs shall be bid in each center; displaced feeders who go on qualified list maintain seniority and must be offered feeder work ahead of those on qualified list without feeder seniority; feeder school for package drivers and part-timers prior to hiring outside. Right to strike if UPS continues to violate contract after grievance committee has ruled against UPS. Monetary penalties for late payment of monetary grievance settlement. Warning letters void after six months. Innocent-Till-Proven-Guilty on suspensions and discharges (but watered-down proposal). Changes in meal periods to protect against unpaid time. Package drivers not required to work more than 9.5 hours, or after dark. Add seven holidays, three personal days, and other changes. Upgrade vacations. Fans in all package cars. Employer to pay H&W and pension for all time lost due to OJI. Trailer shop employees to be offered apprenticeship jobs. Four-hour guarantee for part-timers; any part-timer who clocks in twice in calendar day paid time and a half for all hours on second shift. Driver to get 24-hour notice of OJS ride. May accumulate sick days and take them in one-day increments. Drivers whose permit revoked may replace junior full-timer or two part-timers for up to two years. Shifters to hook all doubles.

Central Conference

Allow seasonals to gain seniority during peak season, delete free period, and improve part-timers' rights to work done by seasonals. Penalties for supervisors working. Full-timers' rights to bump into part-time for health reasons. Right to transfer to other centers at bottom of seniority list. Improve bidding rights before outside hires. Annual package, mechanic and part-time bids; bi-annual feeder bids. All employees eligible for feeder school. Locals to have right to strike over chronic contract violations. Methods subject to grievance. Four-hour guarantee for part-timers. OT voluntary. Pay highest rate on combo jobs regardless of time at higher rate. All Sunday work paid double-time. Add at least four holidays. Upgrade vacation schedule with additional week at each step. Innocent-Till-Proven-Guilty on discharges and suspensions. Supervisors to verify CODs. Improvements on meal/break periods. UPS to replace tools within five days or pay invoice of mechanic. Increase differential pay for feeder doubles/triples.

New England Area

Penalties for late payment of monetary settlement of grievance. Part-timers to fill all full-time jobs; delete free period, no "permanent" casuals; part-time seniority list in union jurisdiction; annual part-time bid; three-hour guarantee remains. Penalties for supervisors working. No casuals without exhausting seniority employees. Seniority drivers may bid on temporary feeder bids Oct. 1 to Dec. 31. Employee must do bid job unless abolished. Establish supplemental unemployment benefit fund. Employee may limit work day to 10 hours. Clarify opening/closing of centers/hubs section. No discipline for methods or production standards. Innocent-Till-Proven-Guilty on discharges and suspensions. Employees not required to work on holidays. One sick day accrued per month. Vacation selection on a building basis. Expand break time. Protection of local's feeder work. All tractor-trailer work classified feeder work. No outside providers. No casual feeders unless metro and part-time lists exhausted. Reduce meal periods to half an hour.

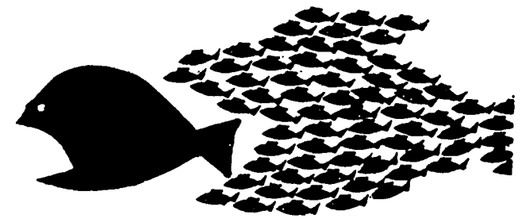
Copies of the union's national and supplemental proposals are available through the TDU national office. Copying and mailing costs are high. Please enclose a donation with your request or join TDU to support our campaign.

Southern Conference

Extra work offered by seniority. Seniority by metro area. Laid-off full-timer has right to displace any junior employee, including part-time, and be trained. Protection against abuse of training routes. Annual package bid; temporary unassigned routes offered to unassigned drivers by seniority. Feeder bids to include start times, feeder path and load description. Important seniority proposals covering laid-off feeder drivers. No outside hires pulling temporary feeder runs. Mechanics may qualify for feeders. Other full-time employee job selection to be by bid, including start times, work performed and hours. Full-time employee may bid on any full-time opening. Proposals on following work, transfers, change of operations. Four-hour guarantee for part-timers, and right to bid by seniority all available part-time openings. Fill all full-time positions from within bargaining unit. Part-timers have right to work and get additional hours before seasonals. Warning notice valid only six months. Half-hour lunch option. Feeders may take breaks to and from meeting point, and not required to take lunch at meeting point. Holidays standardized nationwide. May use sick days/option days in one-day increments, and accrue sick days. One week of vacation may be used in one-day increments. A minimum of 20% of employees in a center may be scheduled off all months. Negotiate clearer language on harassment. Limit number of vehicles assigned to a mechanic. Innocent-Till-Proven-Guilty is not in proposals.

Western Conference

Seasonal period shortened one month. Qualified part-timers shall have right to extra full-time or utility driving positions during peak, before casuals. Delivery drivers may make requests for open area, and all openings thereafter. Drivers will not be assigned off their bid routes. Penalties for not adjusting pay errors by end of following day. All package cars to have fans and vents. Extra feeder runs during seasonal period filled and bid by feeders and back-up drivers prior to hiring casuals. Package driver right to file grievance when continually over nine-hour day. Differential pay on swing and graveyard for feeder drivers. Innocent-Till-Proven-Guilty on suspensions and discharges. New section on piggy-back operations. New article on money receipts. New article on vacations: two weeks after one year, three weeks at three years, four weeks at 10, and five weeks at 20; covers vacation pay, selection. (Assumed that riders may have higher standards.)



IF WE STICK TOGETHER, WE CAN TURN THINGS AROUND.

What You Can Do

How to build the campaign for a fair contract:

- Distribute UPS contract bulletins.
- Attend your local union meetings.
- Organize your own pre-work meetings, and use breaks and meal periods to talk contract with other UPS Teamsters.
- Build solidarity among part-time and full-time UPSers.
- Hold a TDU contract meeting in your area.
- Join TDU and ask others to join.

UPS Contract Bulletin

Teamsters for a Democratic Union, Box 10128, Detroit, Mich. 48210 (313) 842-2600 • #4 June 27, 1990

Union Reps Unanimously Recommend a No Vote

UPS Throws Us a Bone

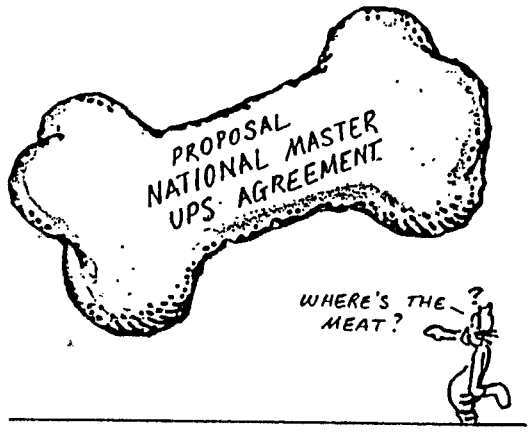
The national contract proposal presented to union reps on June 26 falls so far short of what we need and deserve that it comes as an insult and a challenge to every UPS Teamster and our families. What's the word on the contract? UPS gets more concessions and we get tossed a few bones. So the company expects us to wag our tails in approval? UPS is saying it doesn't take us seriously. *Get real, get back to bargaining, and start addressing the issues that will bring a fair contract.* That's the message that must bounce off the walls at our local contract meetings.

Hundreds of union officials converged on Chicago to spend two hours listening to UPS's insulting first offer. It was unanimously rejected, upon the recommendation of the negotiating committee. Teamster President William McCarthy said he is open to further negotiations with UPS prior to mailing out the ballots on July 9. And it is not unlikely that by then a little sweeter deal will be mailed to us as the first offer to vote on. But there is danger ahead.

That danger is in merely looking at the monetary part of the deal. McCarthy stated in Chicago that he did not object to the language in the deal, only the monetary. Well, the monetary part is indeed an insult. It doesn't restore our lost cost-of-living clause. UPS proposes another unCOLA, which would provide adjustments only in excess of the 50-cent raise (requiring 12.14% inflation), and even then would be capped at 10 cents. That 50 cents itself is but a 3% annual wage increase that will not keep up with inflation.

More importantly, look at the wage freeze in the deal for the part-time rate ($8/$9), and for the Air Operation rates ($8/$10/$12.50) where more and more jobs are going. For three more years?!

Where is the pension increase that Teamsters in the Central States Pension Fund have been promised and that others are demanding as well? It is deserved, it is practical,



it is a necessity, and if it isn't in writing, it isn't a contract. This is a solidarity issue for all of us. A dignified retirement for our senior brothers and sisters means full-time job opportunities for part-timers.

Look at the diversion of jobs proposed in this deal. A new class of "On Area" part-timers to pick up and load packages at $8 an hour. More diversion of feeder jobs to the rail and brokers. Instead of tightening up language in the Air Operation, more concessions are proposed there.

Look at the lack of improvement in working conditions. Indeed, some are worse, such as the "flex workweek," allowing scheduling of weekend work. Good, positive union demands such as Innocent-Till-Proven-Guilty for UPS employees are nowhere to be found. It looks like after four months at the table, the corporation just wrote down its wish list.

But this is no time to complain. It is time to look carefully at this proposal, attend the union meetings to discuss it,

Ballots Out July 9

The IBT has announced that ballots will be mailed to us July 9 and will be due back July 30. This contract will be the first decided by Majority Rule—the power is ours. Use your power to vote and encourage other Teamsters to do the same.

speak with our fellow Teamster members about it and act decisively.

Watch for the inevitable "sweetened" offer that is coming right up behind this one. That's the real danger. Be prepared to send negotiators back to the table for a contract that takes us forward, not backward. That protects jobs, improves pensions, restores our cost-of-living clause, gives part timers their fair share, and makes our jobs a little better. That's not pie-in-the-sky, that's just a fair, union contract. The bone's in our back yard. Our Vote—Our Power.

UPS Strategy to Sell a Bone

Ever notice how excited a dog gets over the offering of even a dry bone? Watch management try to play Master in the days before this first contract offer arrives at our homes.

On June 27, regional management personnel are meeting to update their plans to sell us this first offer. They know *full well the offer out now will not sell, but they hope that* one with a little sweetening will.

In each area, management has designated a "District Contract Ratification Coordinator," who oversees the corporate effort to get us to vote yes. Supervisors are required to approach us, and to predict how each of us will vote. Their job is to get as many of us as possible to vote yes on a first offer, and they will be evaluated on how many yes votes they can generate. The lessons learned will be used to put a

continued on back

At a Glance ...

Does the Proposal:

- ✔Announce pension improvements?—No
- ✔Make up for lost buying power?—No
- ✔Include Innocent-Till-Proven-Guilty in grievance procedure?—No
- ✔Protect against production harassment?—No
- ✔Begin to phase out two-tier?—No
- ✔Give four-hour guarantee to part-timers?—No
- ✔Provide job security vs. railing, brokers, subcontracting?—No
- ✔Raise Air Operation to regular union scale?—No
- ✔Cut mandatory OT and create more full-time jobs?—No

Please Copy & Distribute

You have the right guaranteed by federal law to possess and distribute this flyer during non-work times in non-work areas. Should anyone interfere with your rights, call the TDU national office in Detroit: (313) 842-2600.

The Good, the Bad & the Ugly

Highlights and Lowlights of UPS's Contract Offer

Monetary

- **Wages: 50 cents per hour each of three years** (a 3% wage increase, which would not keep up with inflation, meaning less real wages).
- **No restoration of Cost of Living** (COLA) that was given away in 1982. This proposal again offers an unCOLA. No lump sum or bonus.
- **Pension and H&W—no improvement:** 25 cents per hour (not paid on overtime) per year. No commitment to raise pensions—a must for any contract worth approving.
- **Two-Tier for all new drivers.** The new full-time progression rate is based on a frozen 1990 wage rate, meaning by '93 drivers will actually start at 60% of scale instead of 70%.
- **Wage Freeze in all base wage rates for Air Operations.** ($10, $12.50 rates frozen till '93. Even more concessions to erode top-rate jobs.

Pension and Benefits

- **Employees with 25+ years seniority** get extra week vacation. Everyone gets one day to attend funeral of sister-in-law/brother-in-law.
- **Reference to future removal of employees from pension plans,** refers to making contributions to Teamster plans "unless changes have been negotiated and agreed to placing these employees in UPS plans."

Job Elimination Concessions

- **Full-time jobs replaced by new $8 part-timers.** Company could hire "On-Area" part-timers to report to work in delivery areas and load and unload trucks, to replace drivers' work. On-Area full-timers would be developed when volume warrants, but vague on pay scale, possibly $8. (Article 22, Section 6)
- **No protection from continued job loss to railing.** "Employer shall not be required to remove loads from the rail to provide work for employees whose ground loads were eliminated." Green light to steal more feeder jobs. (Article 26)
- **"Employer may use alternate means of transporting packages during peak season"** (Article 26). Watch for more brokers pulling our loads.

More Air Operations Concessions

- **Virtually unlimited use of low-rate Special Air drivers** to displace union-scale work.
- **Flex workweek throughout Air Operations:** $8 rate frozen for three more years ... Air Operations workers can be forced to work all holidays for straight time. ... (In Western Conference, flex workweek would be given to company for drivers and part-timers.)

Contract Language and Rights

- **No improvements in grievance procedure.** Union demands for Innocent-Till-Proven-Guilty in grievance procedure not included.
- **No protection against harassment and oversupervision,** no limits on OJS rides.
- **"Employer will not allow employees to work prior to their start time without appropriate compensation."** (Article 17)
- **Minor safety improvements** (Article 18). Employee shall not be required to operate a vehicle that is unsafe ... feeder driver can get authorization to switch heavier trailer to front if feels unsafe ... trailer dollies must be counterbalanced by 1992 ... right to inside job if driver fails CDL test. Verticle exhausts on tractors, and vents in package cars "unresolved."
- **Union bulletin boards restricted to materials on "Union's official letterhead"** (Article 19).
- **Drug testing broadened: "reasonable-cause testing"** (as determined by supervisors) for all UPS Teamsters, not just feeder drivers. A dischargeable offense.

What You Can Do

- **Be sure to attend your local union meeting to discuss** the first offer. Send a message to UPS and to our IBT negotiating committee that members will not accept a little "sweetener." We want a good, fair contract.
- **Distribute copies of this contract bulletin widely,** to reach all UPS Teamsters. Permission to copy is granted. Future bulletins with more national and supplemental contract updates and details will follow. Call our Contract Hotline at (313) 842-2600 for info, to request more bulletins, to obtain a copy of UPS's proposal (national and your supplement), to join the TDU movement, or for help in organizing for a good contract in your area.
- **MOTIONS ARE IN ORDER AT YOUR LOCAL UNION MEETING.** They will help build our rank and file power behind this first No vote, and build the movement nationwide for a contract to be proud of. Here's a suggested motion:

"Local Union _____ goes on record informing UPS management that we are insulted by the proposal they have offered us. We call upon UPS to bargain in good faith as soon as possible so a fair contract can be agreed to without the need for a strike. And we call on negotiators to spell out in the contract proposal, in writing, substantial benefit improvements in our pension funds. A copy of this motion shall be sent to UPS corporate headquarters, and to the International union.

UPS Strategy to Sell a Bone

continued from front

little flavoring on a second offer they expect us to jump at.

Don't be fooled. Over $5 billion in net profit during the 1980s doesn't lie. UPS cries poor when it's the richest transportation corporation in the world and expanding rapidly off the domestic profits we play a major role in creating. UPS tells us a No vote means a strike, when in fact a No vote rejects the first offer and mandates further bargaining. It only authorizes our union leadership to call a strike.

Keep this in mind when they talk to you about the contract. Like used car salesmen working on commission, their job is not to be objective. Fortunately, we hold the power. Our votes are secret. We have the intelligence and solidarity—if we use them—to make our own choices and ensure a good contract. If not now, when?

What's in Contract For Part-Timers?

- **Multi-tier wage system remains.**
- **Base wage still frozen.** $8/$9 rate would be frozen thru 1993. This cut-rate wage came in 1982 and has not gone up 1 cent since!
- **No 4-hour guarantee.** No benefit improvements. No elimination of two-tier contract, as promised by our negotiators.
- **Formula for hiring into full time improved to 3-to-1,** part-timers to outside hire, but other changes may undercut this.
- **May select permanent jobs on different shifts in same building.**

JOIN TDU

TDU MEMBERSHIP APPLICATION

Name _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Local _____

☐ package car ☐ feeder ☐ inside other _____

☐ $30 one year membership
☐ $75 three year membership
☐ $15 spouses; retirees; those grossing under $12,000 a year

☐ I would like to help distribute UPS Contract Bulletins.

☐ Check or money order enclosed
☐ Mastercard/Visa # _____

Exp. date ___/___ Signature _____

RETURN TO: TDU, BOX 10128, DETROIT, MI 48210

We Have Many Factors in Our Favor

UPS Scare Tactics Will Backfire

Nobody wants a strike. It's a hardship all parties would gladly not have to face. Yet our collective bargaining power rests on our ability to shut UPS down. We are all aware of the aggressive "replacement worker" strategies of employers during the 1980s. But we must also look at the multitude of factors that in these 1990 negotiations are on our side.

An April 16 *Business Week* article, "Wrong Time for Scare Tactics," reports, "The tactic seemed to work for several companies in the mid-1980s. But with 5% unemployment and labor shortages spreading across the economy, it isn't so easy to find even moderately skilled workers."

Despite any smoke our supervisors may try to blow at us, UPS top management is not planning to try replacements in the event of a work stoppage. They are well aware that hiring and training 140,000 skilled replacements would take far, far longer than any strike would last. Kent C. Nelson, UPS chairman and CEO, states in his introduction to the 1989 UPS annual report that reaching an agreement with UPS Teamsters is a "major priority" (see page 2).

Another scare tactic being used is that we will lose our jobs due to loss of market share in a strike. This is just more smoke. Consider the facts. Some competition works in our favor. UPS has spent hundreds of millions of dollars to build up market share in the NDA operations. Even a tiny loss of share would be costly, and that is a major reason why the UPS board of directors wants to avoid a strike.

Consider just how dominant UPS is in this industry. The *Wall Street Journal* reported Feb. 13 that "little Roadway Package System ... has an estimated 2% to 3% share of the small-package ground market." How much can RPS gear up to handle our work and keep it? Even if RPS could double capacity it would only amount to some 6% of the ground market. What about their service? It's a joke on the street.

The Postal Service will pick up considerable ground volume and has said it is willing to improve pick-up service in some areas. But Postal Service facilities are swamped during peak season as it is. The same article quotes a marketing analyst: "Nobody's complained about UPS service but that can't be said about the post office." A shipper in San Diego who canceled his UPS account the day after the rate increase, reinstated it the next business day, saying, "They're the only game in town," given UPS reliability.

Off Our Backs & Share the Bucks!

Scare tactic number three, "You'll only get one offer and can take it or leave it," is illegal, violating the duty to bargain that employers and unions have under federal law. If a contract is rejected, the parties must by law return to the bargaining table.

We are bargaining with the richest Teamster employer and one of the most profitable U.S. corporations. We have Majority Rule and the Right to Vote for our International union officers, with the election just one year after this contract is settled. With all of these factors going for us, now is the rank and file's time at UPS. We may never have so many levers to use simultaneously in our favor again.

To ensure the best possible (and fair) contract, we must be willing to vote No on a first offer that doesn't measure up. This could immediately send negotiators back to the bargaining table, which would be preferable. A rejected contract also would *authorize* our union negotiating committee to call a strike. We must face the risk and be ready to strike by putting some money aside each week, deferring major purchases, and building understanding and solidarity among all UPSers, part-time and full-time.

UPS Committee of TDU

Steven Baudo, Local 344
Milwaukee

Richard Black, Local 928
Atlanta (404) 422-1438

John Braxton, Local 623
Philadelphia (215) 724-1571

Dan Campbell, Local 486
Saginaw, Mich. (517) 348-3091

Steve Cox, Local 519
Knoxville, Tenn.

Steven Dachs, Local 804
New York City (914) 357-4490

Gregory Dickerson, Local 773
Allentown, Pa. (215) 776-0974

Joseph Duvall, Local 162
Portland, Ore. (503) 245-1396

Don Farrow, Local 413
Columbus, Ohio

Mark Franks, Local 71
Charlotte, N.C. (704) 563-1415

Jerry Gaimari, Local 404
Springfield, Mass. (413) 659-3012

John Henley, Local 20
Sandusky, Ohio (419) 625-7517

Mike Hood, Local 391
Raleigh, N.C. (919) 846-0889

Larry Hughes, Local 431
Fresno, Calif. (209) 645-1809

Shelley A. Jesses, Local 612
Montgomery, Ala.

Jackie Jenkins, Local 891
Memphis

Doak Jones, Local 70
Oakland (415) 352-6984

Connie McArthur, Local 174
Seattle (206) 285-3776

Debra McBride Smith, Local 71
Charlotte, N.C. (704) 933-6546

Brian Hub McCauley, Local 238
Iowa City, Iowa

Vincent Meredith, Local 89
Louisville (502) 366-9646

Jim Moody Local 542
San Diego (619) 428-3950

Michael Savwoir, Local 41
Kansas City, Mo. (816) 363-7060

Jerry Simon, Local 20
Sandusky, Ohio (419) 588-9575

J. Anthony Smith, Local 639
Washington, D.C. (703) 569-3754

Dudley Stewart, Local 87
Bakersfield, Calif. (805) 322-8503

Dave Tannenbaum, Local 804
New York City (516) 731-6792

Dan Winczewski, Local 162
Portland, Ore.

Jim Withrow Local 355
Baltimore (301) 335-7629

Lou Woodward, Local 79
Tampa (813) 392-6324

Jake Workman, Local 150
Sacramento (916) 656-2144

JOIN TDU

TDU MEMBERSHIP APPLICATION

Name _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Local _____

❑ package car ❑ feeder ❑ inside other _____

❑ $30 one year membership
❑ $75 three year membership
❑ $15 spouses; retirees; those grossing under $12,000 a year

❑ I would like to help distribute UPS Contract Bulletins.

❑ Check or money order enclosed

❑ Mastercard/Visa # _____

Exp. date ___/___ Signature _____

RETURN TO: TDU, BOX 10128, DETROIT, MI 48210

UPS Contract Bulletin

Teamsters for a Democratic Union, Box 10128, Detroit, Mich. 48210 (313) 842-2600 • #2 April 12, 1990

Union Contract Demands a Good Start

UPSers Say It's Payback Time

Our grass-roots organizing is having a major impact on contract negotiations. All rank and file UPS Teamsters should take this as a sign to keep up the pressure for the best contract ever. Master and supplemental contract proposals submitted by union negotiators show they are listening to the rank and file. There are a number of areas where the proposals fall short, but in general they are good—in some articles very good—and include many of the demands raised by the UPS Committee of TDU, our UPS contract survey, and other rank and file activists at contract meetings.

Highlights of Union Proposals Inside

National negotiations began March 6 and 7, continued the week of March 26 and are scheduled to resume April 16. One union source says talks "are moving along into the steak and eggs of it." Another says UPS's own contract demands are "not earth-shattering" and that UPS is trying not to be provocative. The implication is that UPS does not want to propose anything too drastic in these negotiations for fear that the rank and file will get riled up. We will continue to watch closely for the corporations' own wish list.

Hints of Early Settlement

Hints of an early settlement have surfaced on both sides of the table. One member of the union's national negotiating committee reports that there could be a tentative agreement to vote on by June. Management form letters have been circulated regarding an early settlement, too. While this is only one of many possibilities, UPSers should be prepared nonetheless.

The UPS memos ask management to tell Teamsters during prework communications meetings: "Both UPS and the Teamsters agree that it will be in the best interests of UPS and Teamster UPSers to get the new labor agreements negotiated and ratified long before the July 31 expiration date."

The best interests of Teamster UPSers will be served by a contract that includes gains in pension benefit improvements, working conditions, the grievance procedure, and keeping pace with the cost of living. We sacrificed during the 1980s and UPS reaped great profits. We deserve a fair contract that makes restitution, and more.

The union's national contract demands are a starting point. They include Innocent-Till-Proven-Guilty in the grievance procedure; more full-time, full wage-rate jobs in the Air Operation; and a four-hour guarantee for part-timers. There are proposed changes in language on railing, subcontracting and production harassment that are a good start but could go even farther toward protecting our work and conditions.

Monetary demands are not specified in the documents. However, at the February "two-person committee" meeting of union officials and BAs in Chicago, IBT President William McCarthy said the union was proposing $1-$1-$1 during the three years of the contract. Sources say the union is proposing cost-of-living adjustment (COLA) language similar to the 1979-82 contract. What the union proposes to do about the two-tier wage scale is unclear.

Keep Up Rank and File Pressure

It's up to us to make sure that these good proposals stay on the table and the weak ones are improved. Nothing is set in stone at this point. Our union's own proposals state: "These negotiating proposals are subject to such revision, modification and deletion as the Teamsters National UPS Negotiating Committee may determine from time to time. The committee reserves the right to submit additional proposals as the circumstances may warrant during the process of negotiations."

We should keep doing what we've been doing and do more of it: distributing contract bulletins; talking contract and union during breaks on the job and at union meetings; and building solidarity among part-time and full-time UPS Teamsters. This rank and file activity will continue to send the strongest possible message. As one UPS Teamster sums it up for members nationwide, "It's Payback Time!"

Please Copy & Distribute

You have the right guaranteed by federal law to possess and distribute this flyer during non-work times in non-work areas. Should anyone interfere with your rights, call the TDU national office in Detroit: (313) 842-2600.

DON'T LET THIS HAPPEN!

FULL-TIME—PART-TIME SOLIDARITY

National Master UPS Agreement

Highlights of Union's Initial Proposals

At the beginning of this roundup are proposals made by TDUers (in italics) compared with the proposals our union submitted to UPS in negotiations. A summary of additional union proposals follows. (TDU proposals resulted from our national survey and a vote at our TDU Rank & File Convention last fall.)

TDU: Significant pension/H&W improvement. Union: Not specified in proposals.

TDU: Innocent-Till-Proven-Guilty in grievance procedure, as in Northern California Package Rider. Union: Same proposal.

TDU: Protection against production standards: the union does not recognize production standards, there shall be no production-related discipline, no discipline for feeder drivers' discretion on safe driving speed, limit the number of rides. Union: Management shall not ride more than one day per quarter, no more than one OJS every six months; and proposals in some supplements.

TDU: Restore Cost-of-Living Adjustment (COLA) as in 1979-82 contract. Union: Not specified in proposals, but understood this is on the table.

TDU: Wage increases in hourly rate. Dump the Lump sum bonus. Union: Not specified in proposals, but understood wage proposal of $1 each year of three-year contract is on the table.

TDU: Equal pay for equal work: eliminate two-tier; raise starting pay for part-timers; full-time, full-wage jobs in Air Operation. Union: Similar Air Operation proposals; others not specified.

TDU: More full-time jobs. Union: Annual bid for full-time jobs, but no change proposed in Article 22, Section 3 on forming full-time jobs; employees covered by contract is expanded; proposal (above) in Air Operation; proposals in some supplements.

TDU: Protection against railing, drop loads moved by brokers, and subcontracting of all kinds. Union: "Laid off" in Article 26 defined as laid off in feeder classification; any trailer moved by UPSers on the ground shall be moved to destination on the ground; no TOFC within any 500-mile radius; all loads originating on ground shall be processed and transported by UPSers; TOFC from rail ramps to yard or hub is bargaining unit work; brokers to drop trailers in yard and UPSers shall hostle and load; some improvement in subcontracting language, including "no subcontracting during life of this Agreement."

TDU: Void Incentive Plans where locally desired by affected members. Union: Not in national proposals.

TDU: Four-hour guarantee for part-timers and the right to bid all jobs before hiring off street. Union: Status quo on two part-time for every one outside hire, except in some supplements; four-hour guarantee in many supplemental proposals.

TDU: More time off. Union: Proposals in supplements.

TDU: Safeguard and enforce meal periods. Union: Proposals in supplements.

TDU: Eliminate no strike clause: local unions to have right to strike over habitual contract violations. Union: Proposals in some supplements.

Other Highlights

Union-building proposals: Lesser conditions in supplements or riders superceded by master; maintenance-of-standards clause; employer to provide information to union on new-hires within seven days; stewards may leave work areas to investigate and process grievances; in suspension or discharge cases, employer shall not proceed with any interrogation until union rep provided, unless employee waives such "Weingarten rights" in writing; right to strike after deadlock at National Committee.

Equipment and safety: Reinforcement of "Whistleblower" protection for feeder drivers; journeyman mechanic to release red-tagged vehicles; lead trailer to be heaviest; verticle exhausts; counter-balanced dollies; power vents in package cars; paid training on toxics, and more.

Part-time: Those with six-months seniority may bid vacancies and new permanent jobs on different shift, except during peak season.

Change of operations: Improvements on following work, moving expenses paid in full beyond 50 miles, 60-day lodging for two people, and more.

Air Operations: Use laid-off and/or full-time employees as special air drivers before part-timers; post air-qualified list and use specified calling procedure; consecutive five-day workweek, four-hour guarantee (with 10-minute break) and premium pay before start time in air hub; full-time benefits for air express employees who work more than 25 hours per week; highest rate of pay used to compute vacation pay, etc., on combination jobs.

Miscellaneous: Further protections on loss and damage, and calls for any individual agreements prior to a hearing with local union to be void. Leave for drivers who fail CDL test. Pay differential for National Guard duty. Paternity leave increase to two weeks. Company must renegotiate for economic compensation if it indicates need to raise 70-pound weight limit.

Pre-Tax Profits Top $1.2 Billion in '89

A review of the just-out 1989 annual report of UPS and subsidiaries shows graphically why we are in an excellent bargaining position this year. Revenue, customers, pre-tax profits, investments and salaries to supervision are all up by healthy amounts over the previous year.

Revenue is up 12.0% in one year, to $12.357 billion, with operating profits up 13.0% to $1.215 billion. Both are record levels. After-tax profits were $693 million, slightly less than last year due to an accounting switch that caused a 55.7% increase in taxes. Delivery volume increased 5.3%.

Looking at rates charged, supervisor salaries and bonuses, and Teamster wages shows an interesting disparity. Ground service rates went up 4.9% and NDA package rates went up 5.0%. This money did not go to UPS Teamster employees. Our wages increased only 1.9% (30-cent raise, and no cost-of-living adjustment), and with benefits included, approximately 2.5%, far less than increases in rates.

Overall, the annual report, which went out to all shareowners (management), presents a very favorable picture of growth and prosperity. Modernization, expansion into international markets, and increased market share in the United States are highlighted. When UPS made its first public offering of taxable bonds in December, all $700 million issued were quickly sold.

A lesson for all Teamsters is contained in the comments of Kent C. Nelson, UPS chairman and CEO, referring to the current negotiations: "One major priority ... is the labor agreement with our employees who belong to the Teamsters Union. Without that agreement, which we hope will be ratified before the end of our current contract in July, we will not be able to provide service to our customers. If we cannot meet our first corporate objective—fulfilling a useful economic purpose—none of the other priorities will matter very much."

We should take that message to heart—especially if you hear a supervisor say UPS can operate without us. We have bargaining power, and can use it wisely to get a fair agreement that meets our needs. And that power begins with our Majority Rule vote, and our ability to reject a first offer.

See May *Convoy Dispatch* for a complete report.

Summary of Proposals in Five Supplements

Space does not allow adequate coverage of all the supplemental proposals. Following are brief notes of some initial proposals in the five largest supplements.

Atlantic Area

Delete free period. Extensive seniority proposals, including all full- and part-timers may bid on vacancies at any facility within their local, and dovetail; feeder cover jobs shall be bid in each center; displaced feeders who go on qualified list maintain seniority and must be offered feeder work ahead of those on qualified list without feeder seniority; feeder school for package drivers and part-timers prior to hiring outside. Right to strike if UPS continues to violate contract after grievance committee has ruled against UPS. Monetary penalties for late payment of monetary grievance settlement. Warning letters void after six months. Innocent-Till-Proven-Guilty on suspensions and discharges (but watered-down proposal). Changes in meal periods to protect against unpaid time. Package drivers not required to work more than 9.5 hours, or after dark. Add seven holidays, three personal days, and other changes. Upgrade vacations. Fans in all package cars. Employer to pay H&W and pension for all time lost due to OJI. Trailer shop employees to be offered apprenticeship jobs. Four-hour guarantee for part-timers; any part-timer who clocks in twice in calendar day paid time and a half for all hours on second shift. Driver to get 24-hour notice of OJS ride. May accumulate sick days and take them in one-day increments. Drivers whose permit revoked may replace junior full-timer or two part-timers for up to two years. Shifters to hook all doubles.

Central Conference

Allow seasonals to gain seniority during peak season, delete free period, and improve part-timers' rights to work done by seasonals. Penalties for supervisors working. Full-timers' rights to bump into part-time for health reasons. Right to transfer to other centers at bottom of seniority list. Improve bidding rights before outside hires. Annual package, mechanic and part-time bids; bi-annual feeder bids. All employees eligible for feeder school. Locals to have right to strike over chronic contract violations. Methods subject to grievance. Four-hour guarantee for part-timers. OT voluntary. Pay highest rate on combo jobs regardless of time at higher rate. All Sunday work paid double-time. Add at least four holidays. Upgrade vacation schedule with additional week at each step. Innocent-Till-Proven-Guilty on discharges and suspensions. Supervisors to verify CODs. Improvements on meal/break periods. UPS to replace tools within five days or pay invoice of mechanic. Increase differential pay for feeder doubles/triples.

New England Area

Penalties for late payment of monetary settlement of grievance. Part-timers to fill all full-time jobs; delete free period, no "permanent" casuals; part-time seniority list in union jurisdiction; annual part-time bid; three-hour guarantee remains. Penalties for supervisors working. No casuals without exhausting seniority employees. Seniority drivers may bid on temporary feeder bids Oct. 1 to Dec. 31. Employee must do bid job unless abolished. Establish supplemental unemployment benefit fund. Employee may limit work day to 10 hours. Clarify opening/closing of centers/hubs section. No discipline for methods or production standards. Innocent-Till-Proven-Guilty on discharges and suspensions. Employees not required to work on holidays. One sick day accrued per month. Vacation selection on a building basis. Expand break time. Protection of local's feeder work. All tractor-trailer work classified feeder work. No outside providers. No casual feeders unless metro and part-time lists exhausted. Reduce meal periods to half an hour.

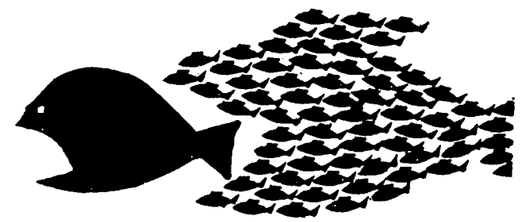
Southern Conference

Extra work offered by seniority. Seniority by metro area. Laid-off full-timer has right to displace any junior employee, including part-time, and be trained. Protection against abuse of training routes. Annual package bid; temporary unassigned routes offered to unassigned drivers by seniority. Feeder bids to include start times, feeder path and load description. Important seniority proposals covering laid-off feeder drivers. No outside hires pulling temporary feeder runs. Mechanics may qualify for feeders. Other full-time employee job selection to be by bid, including start times, work performed and hours. Full-time employee may bid on any full-time opening. Proposals on following work, transfers, change of operations. Four-hour guarantee for part-timers, and right to bid by seniority all available part-time openings. Fill all full-time positions from within bargaining unit. Part-timers have right to work and get additional hours before seasonals. Warning notice valid only six months. Half-hour lunch option. Feeders may take breaks to and from meeting point, and not required to take lunch at meeting point. Holidays standardized nationwide. May use sick days/option days in one-day increments, and accrue sick days. One week of vacation may be used in one-day increments. A minimum of 20% of employees in a center may be scheduled off all months. Negotiate clearer language on harassment. Limit number of vehicles assigned to a mechanic. Innocent-Till-Proven-Guilty is not in proposals.

Western Conference

Seasonal period shortened one month. Qualified part-timers shall have right to extra full-time or utility driving positions during peak, before casuals. Delivery drivers may make requests for open area, and all openings thereafter. Drivers will not be assigned off their bid routes. Penalties for not adjusting pay errors by end of following day. All package cars to have fans and vents. Extra feeder runs during seasonal period filled and bid by feeders and back-up drivers prior to hiring casuals. Package driver right to file grievance when continually over nine-hour day. Differential pay on swing and graveyard for feeder drivers. Innocent-Till-Proven-Guilty on suspensions and discharges. New section on piggy-back operations. New article on money receipts. New article on vacations: two weeks after one year, three weeks at three years, four weeks at 10, and five weeks at 20; covers vacation pay, selection. (Assumed that riders may have higher standards.)

Copies of the union's national and supplemental proposals are available through the TDU national office. Copying and mailing costs are high. Please enclose a donation with your request or join TDU to support our campaign.



IF WE STICK TOGETHER, WE CAN TURN THINGS AROUND.

What You Can Do

How to build the campaign for a fair contract:

- Distribute UPS contract bulletins.
- Attend your local union meetings.
- Organize your own pre-work meetings, and use breaks and meal periods to talk contract with other UPS Teamsters.
- Build solidarity among part-time and full-time UPSers.
- Hold a TDU contract meeting in your area.
- Join TDU and ask others to join.

Chicago Tribune
Friday, July 27, 1990 Section 3 3

Teamsters postpone UPS strike

By Merrill Goozner

The International Brotherhood of Teamsters on Thursday postponed a possible strike against United Parcel Service until Aug. 10, after many members complained they had not received their mailed ballots with the company's final contract offer.

The current contract, which covers all UPS workers except those in Illinois and parts of Indiana and Iowa, expires July 31. Teamster negotiators have recommended that the 141,000 unionized UPS workers reject the company's final proposal.

The nation's package delivery system has been roiled this week by the potential walkout at UPS, whose 11 million daily deliveries are 20 times greater than the U.S. Postal Service's. A postal official earlier this week said its package delivery system would not be able to handle the UPS workload in the event of a walkout.

Some shippers already have diverted shipments to alternative carriers, while others are scrambling to develop contingency plans.

"We're still shipping UPS, but we realize the gravity of the situation," said Mary Dale Walters, a Spiegel Inc. spokeswoman. The firm ships a majority of its 50,000 daily orders out of its Chicago warehouse by UPS. "We have a variety of alternative plans," she said.

Unionized UPS workers in the Chicago area are covered under a separate contract, which also expires July 31, but are not threatening to strike. "If there's a national walkout, we've decided to continue to work," said Frank Snow, business agent for Teamsters Local 705, which represents about 6,000 UPS workers in northern Illinois.

Nevertheless, a nationwide strike would severely disrupt operations here, perhaps leading to widespread layoffs as volume decreased. Snow said about 95 workers were laid off here last Friday as shippers began cutting back their shipments with UPS.

UPS offered its full-time workers $1.50-an-hour wage increase over the next three years and a $1.05-an-hour increase in benefits. Full-time workers at UPS average $16.10 an hour in wages and $4 an hour for health and pension benefits.

Part-time workers, who make up half the UPS work force, will see their wages frozen at $8 an hour under the proposed pact. The pact also contained signing bonuses of $1,000 for full-timers and $500 for part-timers.

In a move that rankled union activists, the contract also established a new category of part-time workers in the company's overnight air service division. While that division accounted for only 5 percent of UPS shipments last year, it's the fastest growing part of the business.

UPS, which is owned by more than 20,000 of its managers, earned $693 million on $12.4 billion last year. Earnings have been flat over the last two years as the company invested heavily in building a 123-plane air-service fleet and in starting up an overseas operation.

While there has never been a nationwide walkout at UPS, the firm was hit by a 13-week strike by Teamsters in 15 Northeastern states in 1977 and sporadic wildcat strikes by local unions. The 1987 national contract was rejected by 53 percent of UPS's Teamsters, but was imposed on the membership by then-Teamster president Jackie Presser.

The current contract offer is opposed not only by Teamster President William McCarthy, but by Ron Carey, president of Local 804 in New York. He is challenging McCarthy for the union's top spot in next year's court-supervised election.

In a telephone interview earlier this week, Carey complained that as many as 2,000 of the 6,600 UPS workers in his local had not received the contract and strike authorization ballot in the mail.

"It's a tragedy," he said. "It's been a major complaint in many locals."

Teamster officials in Washington did not return phone calls.

Nation/world

Chicagoan ousted from Teamsters post

By James Warren

Chicago's top Teamsters official has been removed as leader of the Central Conference of Teamsters, the union's traditional base of power, as a result of ongoing tumult within the hierarchy of the 1.6-million member union.

Daniel Ligurotis was ousted as director of the conference, which includes 500,000 members in 13 states, by the union's national executive board during its quarterly meeting, which concluded Thursday in Montreal.

The board acted at the behest of Teamsters President William McCarthy.

Though Ligurotis provided the board vote that elected McCarthy by a 9-8 margin in 1988—and was rewarded with the conference post and a $3 million Hawker Siddeley corporate jet for professional use—the two have feuded since.

In fact, the Chicagoan may run against the Bostonian next year in government-supervised elections to determine the Teamster leadership.

What made Ligurotis' removal more notable, union insiders said, was that the board vote in Montreal was not unanimous and, thus, a slap of sorts at McCarthy.

A group that tends to slavishly follow the leader saw two board members, Eastern Conference director Joseph Trerotola and California's Jack Cox vote with board member Ligurotis against his removal. A third official, Southern Conference director Joseph Morgan, abstained.

Ligurotis, 60, retains his international vice president's position and remains secretary-treasurer of Chicago Local 705. He was replaced as conference director by Jack Yager, a Kansas City official.

Yager, who once ran the union's trucking division, is not seen as a potential candidate in the 1991 elections that will give the rank and file its first chance ever to elect a Teamsters president.

Yager's selection was signaled two months ago when Ligurotis was forced from another position within the conference, chairman of its policy committee. Yager was McCarthy's hand-picked selection for that post.

Until McCarthy's ascension after the death of Jackie Presser, the Central Conference was the breeding ground and base of power of previous presidents, including Presser, Roy Williams and Jimmy Hoffa. But union dynamics have been altered radically by last year's unprecedented consent decree between the government and union on the eve of a trial alleging that the union and top officials were involved in racketeering.

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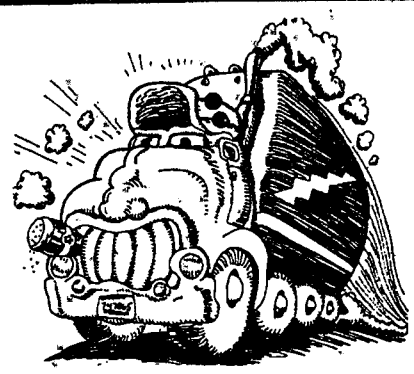

CAVANO + UPS = 0

Once again, George Cavano and his team of negotiators seem to be painting Local 174 members into an inescapable corner. The victims of their ineptitude this time are the employees of Washington's United Parcel Service (UPS). As we went to press, only two facts were definite in regard to the contract deadlock: 1)Neither the company nor our union "leaders" had shown much respect for rank and file workers, and 2)A growing number of rank-and-filers had consequently become angered by both and confused as to what was happening.

Now, one must generally expect strained relations between the employer and the employees, since the company's main concern remains maximizing profits at our expense. On the other hand, union negotiators are not supposed to be an independent entity which keeps the rank and file in the dark and randomly disregards its wishes. Cavano, of course, does not recognize this fact. Let's look at his performance for us thus far.

Last June 30 our contract with UPS expired. A few weeks earlier (several months too late, in my opinion), we had been called together for a contract proposals meeting. During the meeting some very good demands were made, including full benefits for those who work 40 hours or more per month and an end to mandatory overtime. Cavano didn't like some of our proposals. For example, he didn't believe it reasonable to ask for an end to forced overtime.("If you don't want to work the extra hours, why don't you quit?")

However, pressure from those in attendance (unfortunately there weren't many) forced George to promise to "see what I can do".

As we later learned, there wasn't much George could do. Months passed with no word from him. Most people assumed that everything was going OK and that only a few minor details remained to be ironed out.

Part of the blame must be placed on ourselves. We should have pressured Cavano to inform us, and to make our demands part of the negotiations. Still, the lion's share of guilt belongs to Cavano. It has been his support of authoritarian unionism for the past 38 years that has discouraged the vast majority from participating.

Finally, at the end of October, a bulletin was posted stating that the negotiations were deadlocked, and that a meeting would be held on November 11 to consider "further action". At this meeting, which was well attended, many UPS workers got their first taste of George Cavano in action--not a few found it rather unpleasant, to say the least.

Typically, Cavano had failed to xerox and pass out copies of union proposals and those of the company. The result was general confusion, as Cavano began making references to selected segments of documents which none of us had ever seen. Eventually, after pointed questions and demands, we extracted from Cavano what basically had led to the impasse during the five months of negotiations: the company had rejected completely all of our proposals and had countered with two of their own, namely a no-strike clause and an apprenticeship ("training") program.

Readers of the Seattle Semi will recall an article in our last issue (Oct.-Nov.) concerning the strike against 11 Seattle moving and storage companies. The main obstacles to a settlement there were these same two points. It should be added that Cavano hardly could have been surprised by UPS broaching these areas, since many Teamster locals in other parts of the country had already either rejected or accepted similar proposals.

The upshot of our confrontation with Cavano was that he wanted us to repudiate the company's position and support him by indicating our willingness to strike.

It wasn't terribly difficult to get rank-and-filers to turn thumbs down on the UPS proposals. Acceptance of compulsory arbitration would have taken away the union's major economic weapon. The so-called "training" program was said to be necessary because UPS was facing unfair competition from Parcel Post. Whether this is true or not, the "solution" of paying future part-timers $3 per hour instead of $6 per hour and reducing the wages of new drivers for 6 months is absurd.

Predictions of financial disaster for UPS were made by the company's economic experts, who can hardly be categorized as impartial. Additionally, as one driver pointed out, "There have been no suggestions that management should take cuts in pay or that some of its excess fat should be lopped off."

Support for Cavano, however, was limited. Repeated shouts of "Five months and NOTHING, George!" could be heard intermittently. Although we adopted a motion to strike, we purposely placed a deadline, Nov. 23, so that George couldn't screw around fonever.

It's important to note that of those who opposed going on strike, most felt forced to take this position due to dire financial straits. Given the paltry sums which the world's richest union provides for its strikers, Cavano's procrastinations prevented these people from saving more money, inquiring into loan possibilities, and/or looking for alternative employment in case of strike.

Incredibly, Cavano has chosen to interpret our actions as an endorsement of him. Thus, Nov. 23 has come and gone, but there is no strike because George has decided that negotiations should continue. Cavano may be able to claim he has the right to do so, since technically we never authorized a strike. According to Article XII, Section 1(b) of the International Constitution, a secret ballot vote must be taken in order to adopt a strike motion, a procedure we failed to follow.

Obviously, there is much deception to be overcome. Sooner or later, of course, we must reconvene. Regardless of whether or not we accept the contract, we must communicate with one another and make plans which will encourage that future negotiations are controlled by the rank and file. One member assailed Cavano for treating our livelihoods as "fun and games". Indeed, when your union "representative" is $40,000 plus and focuses his attention on maintaining his own power, it's impossible to believe he is truly concerned about your welfare.

John Hughes
Local 174
UPS

Proposals "Won't Release Slaves from Bondage"

TDU Uncovers Union's UPS Demands

by Cindy Klink
Steward, Local 30

The end of January marked the first meeting of the Teamsters National UPS negotiating committee. Copies of proposals sent to the International by locals across the country were distributed to the members of that committee.

TDU has received copies of these proposals. They have been edited, and many of the proposals that were submitted by the rank and file in locals across the country have been deleted and not supplied to the members of the negotiating committee.

The TDU UPS subcommittee has reviewed the proposals and has found that several major demands submitted have been deleted. Demands such as the right to strike, no contract no work, no production standards, right to refuse unsafe work, no forced overtime, and a change in the grievance procedure, have been omitted form the national proposals. The rank and file across the country has submitted these demands and the International Union from the onset is ignoring them.

A look at the proposals that were distributed reveals that the problems for UPSers are nationwide. Although conditions differ, the west coast has more sick, vacation and personal days, locals in Colorado and Washington have incentive and production plans, the midwest and south run doubles and triples, and the east coast is concerned about the less than 2,000 full time inside jobs.

The majority of proposals submitted to the negotiating committee were:

- Increase sick days to 12, to be accumulated and taken individually (west coast presently has 26 sick days)
- Uncapped COL
- Paid time for physical exams
- Increase hourly rate $1.00 each year
- Double time for overtime
- Five hour guarantee for part timers
- Increases in Health and Welfare and pension

Some of these demands would be nice to obtain in the '79 contract, but they will not release the slaves from bondage. The rank and file UPSer wants better working conditions and a union that will fight to gain and maintain them.

The company and the union as of yet have not met and no meetings have been scheduled. In less than eight weeks the UPS contract will expire. The union will attempt to extend the contract indefinitely, keep us in the dark, and never push for the rank and file's major demands.

We must be organized to pressure the union to fight for us in this contract. TDU has and will attempt to keep the rank and file informed. Call the TDU office with news and developments from your area. Join TDU and the fight for a decent contract. We must have communication, unity and be organized to fight back.

COD

by Lee Evans
Local 988
Beaumont, Texas

This familiar term abbreviates the words "Collect on Delivery" in the minds of most people. A lot of package car pilots in this part of the country feel COD is UPS' abbreviation for "Con Our Drivers."

If you have ever been confronted by a supervisor about a COD discrepancy, particularly "short at the bank" discrepancy, then you know what I mean.

Paper envelopes containing cash and coin are dropped into a metal box each night. As I watch my envelope slip out of sight through the "piggy bank" slot in the top of the box, I softly sigh and hope the money I collected for UPS that day will have a safe journey to the bank. I know of no supermarket, department store, or even road-side fruit stand that handles their collections as carelessly as UPS.

Four years ago in Beaumont, Texas, the UPS clerk who counted the envelopes and put them into the bank bag stole cash out of the envelopes. UPS forced the drivers whose money the clerk stole to pay for the shortages. The thief was later caught but the drivers who had paid for the shortages never had their money refunded.

One year ago a now infamous division manager, Lonnie Peterson, gave warning letters to one driver for being 5c over, to another for being 1c short, and suspended another driver for supposedly being 50c short.

I feel we deserve a receipt for cash turned in. A lot of UPS drivers in Local 988 feel this should be a strike issue. A receipt would protect us, and if UPS could look at it objectively, they would see it would protect them also.

In 1976, UPSers in different areas went on strike at different times. This year a national contract could mean a national strike.

Here's A Story That Will Make You Boil

Minneapolis Hub alternate Night Steward, John Christensen, was forced to take an early out one sub-zero night this past January. He feared he was getting frost-bite!

The following afternoon, partially thawed out, Brother Christensen contacted District Personnel Manager Bob Kelly. He asked if some form of heat, other than the snoopervisors breathing down the worker's neck, couldn't be provided on these chilly winter evenings. Dr. Kelly (Ph.D. from UPS School of Enlightened & Merciful Management, Class of the Ice Age) told Christensen, "There are people that work out doors in this kind of weather." He implied that John should be grateful UPS was kind enough to provide a roof over his head while working, let alone an extravagant creature comfort like heat!

Kelly went on to ask if it was so cold, why didn't he dress warmer? For the previous night's work, John's mother made him wear: wool socks; wool long underwear, wool long-underwear shirt, a turtle neck shirt, bib overalls, a down vest, mechanics coveralls, wool scarf, gloves, cap, felt lined boot pacs, and an insulated jacket!

Now totally forzen, following this icy blast from Dr. Kelly, Brother Christensen sought help from more humane sources. He contacted OSHA and discovered Minnesota law requires a work place, where strenuous labor is performed, to be maintained at 60° (ABOVE ZERO!)

John added this obvious violation of the law to a complaint he was already filing with OSHA over the hazards of falling parcels from the belts.

The next week John was asked to accompany an investigator from OSHA on a Hub inspection. Christensen states, "I thought I had died and gone to heaven! After two years of begging management to take me serious about safety, I finally had someone who was actually listening and taking notes."

The four-hour investigation resulted in UPS being cited for nine violations of the law. They plan to contest the heat requirement, and to this end I.E. has come up with two alternative measures.

The first plan was to hire penguins. However, this idea had to be iced when the B.A. for the International Brotherhood of Penguins, while on the Hub orientation tour, saw the amount of clothing the workers had to wear in order to stay warm. The penguin Local was last seen headed for warmer climes north of the border.

The second plan is to have supervisors blow off more hot air at G.H.T., particularly about safety.

Courtesy the BRIGHT IDEA

hangUPS

tdu

Why We Need the Right to Strike

by Jim Plante
Local 663

In New Hampshire, all the runs come up for bid annually in March. During 1978 Dave Davis, a feeder driver in Keene, decided to put his name on a feeder combo run. The run does not require the driver to be tractor-trailer qualified (TTQ). Dave Davis is TTQ and as a result has his name on a separate list for TTQ people as well as the regular state seniority list.

Before Dave could take his feeder combo run he was informed that there was a TTQ run in Manchester, N.H. that had not been filled. He was told he was the most junior qualified person who had not bid a TTQ run and therefore he would be forced to Manchester. This is about a 70-mile trip one way from his home. Although the drivers in the union appealed to the company for Dave to stay in Keene, our pleas fell on deaf ears.

You're probably wondering what this is leading up to. Well, dear friend, read on and you will see:

Just a few short weeks ago, another feeder driver, Mike Willard, was on a TTQ run that started at 9 am. The run was then changed to 11 am. Being a more than one-hour change in start time, the run had to be posted for bid. Mike decided to use his seniority and bump rather than take the 11 am start. No problem here as there were two TTQ men junior to Mike who were working in Lebanon, N.H. but not on TTQ runs. So the most junior of the two must take the 11 am run, as was the case with Dave Davis. Right? Wrong, wrong, wrong.

Mike was informed that he could not get off the run. He was given a variety of reasons, none of which was true. We immediately contacted the union. Our BA, Leo Kelly, and our state steward, Roger Roy, took the case to division manager John Quinlan. Roger and Leo did a great job presenting the case, and had Quinlan agreeing that Mike had a free move coming. He requested, however, that Mike stay on the run. Mike did not wish to do so. Quinlan then said, "Alright, I disagree that he has a move coming. Go ahead and file a grievance."

Now comes the punch line: we just became the victims of the "violate now, pay later" plan that UPS so often uses. By telling us to grieve it, they will easily force Mike to stay on the run until March when the annual bid comes up and the problem will be solved. Also, the chances of winning any grievance are meager at best.

What could Leo or Roger do or say except that we would file? Our contract is loaded with clauses that state what UPS can do to us or to our union should we violate the contract. But what does it say we can do to them? It says we can grieve it, or another term, "stick it."

But what if we had the right to strike over local grievances? What would John Quinlan have said if Leo had told him either Mike gets his move, he has coming under the terms of the agreement, or we will be on the streets in the morning? What would John Quinlan say then? Call their bluff? I hardly think so, as he had already admitted he was wrong in the first place. The right to strike over local grievances could be a very useful tool when used properly.

It must be used with discretion, and it must not be abused. But it is the only way we can make UPS listen to us, and also the only way to enforce our contract. Remember, we are getting a national contract this time. We can hold out for anything we want. The right to strike over local grievances is a must. For without it, even the best of contracts will mean nothing.

(All UPS workers are invited to write for this column.)

STEWARDS MEET TO ORGANIZE FOR CONTRACT

Driver and part-time stewards representing six UPS centers in the San Francisco Bay Area met on February 11 to organize for the upcoming national contract.

Discussion included plans for communication during the contract period, ideas for coordinating organizing among the Bay Area locals, and details of master agreement proposals. Implications of the recent Safeway strike were also discussed.

Another meeting will be held in March. Remember: the contract expires on April 30—the time to start organizing is **now!**

(For more information, contact Nor-Cal TDU, P.O. Box 23902 Oakland, Calif. 94623, or the **Second Trip**, the UPS stewards caucus paper, 5503 Mission St., San Francisco, Calif. 94112.)

local union vote counts 1987

Local		Yes	no
25	Boston	85	280
177	New Jersey	830	1771
804	New York	331	3087
623	Philly	54	221
384	Norristown	254	322
317	Syracuse	191	316
710	Illinois	1732	885
344	Wisconsin	1092	1017
554	Nebraska	575	69
41	Kansas City	254	796
413	Columbus, OH	305	420
71	Charlotte	118	542
312	Chester, PA	47	84
404	Springfield, MA	22	170
671	HArtford	54	381
542	San Diego	180	332
386	Modesto	25	46
449	Buffalo	117	219
294	Albany	162	354
118	Rochester	56	150
65	Ithica	45	14
649	Jamestown, NY	28	30
687	Watertown, NY	43	16
693	Binghamton, NY	55	55

Local		Yes	No	
648	Plattsburg, NY	20	15	
506	Geneva, NY	20	20	
182	Utica, NY	47	26	
529	Elmira, NY	13	20	
170	Worcester, MA	37	326	
677	Waterbury, CT	18	175	
79	Tampa, FL	420	471	reported at local meeting.
728	Atlanta, GA	833	854	
89	Louisville	387	1272	